ARIZONA DEPARTMENT OF TRANSPORTATION

ADVERTISEMENT FOR BIDS
SPECIAL PROVISIONS
BIDDERS DOCUMENTS

SUBMITTED BY:

_____
(Company or Firm Name)

_____
(Mailing Address)

_____
(City) (State) (Zip Code)

_____
(Street Address - If Different From Above)

_____
(City) (State) (Zip Code)

Arizona Commercial License No. _____

License Classifications(s) _____

TRACS/Proj. No.:

017 CN 337 F036201C 017-B(237)T
CORDES JCT-FLAGSTAFF HIGHWAY (I-17)
(AIRPORT RD TI UP)

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, DECEMBER 8, 2023, AT 11:00 A.M. (M.S.T.)

TRACS NO	017 CN 337 F0362 01C
PROJECT NO	017-B(237)T
TERMINI	CORDES JCT-FLAGSTAFF HWY (I-17)
LOCATION	AIRPORT RD TI UP

ROUTE NO.	MILEPOST	DISTRICT	ITEM NO.
I-17	337.28 to 337.49	NORTHCENTRAL	100188

The amount programmed for this contract is $11,600,000. The location and description of the proposed work are as follows:

The proposed project is located in the City of Flagstaff within Coconino County approximately 2 miles south of the I-17/I-40 system interchange. The work consists of replacing the Airport Road TI UP bridge, which carries JW Powell Blvd over Interstate 17 (I-17) at milepost (MP) 337.39. The work includes the reconstruction of the approach roadway on JW Powell Blvd within the interchange to match the new bridge section. The work also includes shoulder widening on JW Powell Blvd east of the interchange, modifications to a roundabout, shoulder restoration on I-17, installation of guardrail, pavement marking, signing, seeding, and other related work.

The time allowed for the completion of the work included in this contract will be 185 working days.

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

The minimum contract-specified goal for participation by Disadvantaged Business Enterprises in the work, as a percentage of the total amount bid, shall be 8.58.

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 48 hours 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.

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

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

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

Prior to the bid opening date, any questions pertaining to the plans, specifications, and bid schedule for this project shall be submitted to the Department in a written format through the Bid Express (Bidx) website at https://www.bidx.com/az/lettings. Questions can be submitted through the Questions and Answers link located within the corresponding letting date and project proposal number links. The Department will post answers exclusively to

the Bidx website. Questions will not be answered verbally. 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.

Iqbal Hossain, P.E.
Group Manager
Contracts & Specifications

PROJECT ADVERTISED ON: 11/6/2023

SPECIAL PROVISIONS

FOR

ARIZONA PROJECT

017 CN 337 F0362 01C

017-B(237)T

CORDES JUNCTION-FLAGSTAFF HWY (I-17)

AIRPORT ROAD TI UP

BRIDGE REPLACEMENT

PROPOSED WORK:

The proposed work is located in the City of Flagstaff within Coconino County approximately 2 miles south of the I-17/I-40 system interchange. The work consists of replacing the Airport Road TI UP bridge, which carries JW Powell Blvd over Interstate 17 (I-17) at milepost (MP) 337.39. The work includes the reconstruction of the approach roadway on JW Powell Blvd within the interchange to match the new bridge section. The work also includes shoulder widening on JW Powell Blvd east of the interchange, modifications to a roundabout, shoulder restoration on I-17, installation of guardrail, pavement marking, signing, seeding, and other related work.

PROFESSIONAL ENGINEER SEALS:

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

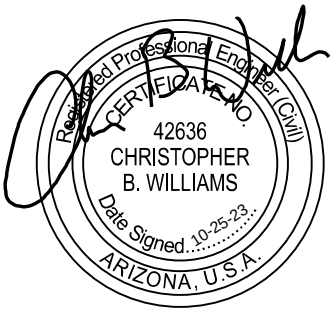
(1) HDR Engineering, Inc.
(2) J2 Engineering and Environmental Design
(3) Y2K Engineering, LLC
(4) Arizona Department of Transportation Roadside Development

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

HDR Engineering, Inc.
General & Structures

HDR Engineering, Inc.
Lighting

HDR Engineering, Inc.
Roadway, Traffic Control & Utilities



Y2K Engineering, LLC
Signing & Pavement Markings

J2 Engineering and Environmental Design

Erosion Control & Aesthetics

ADOT Roadside Development

Seeding & Noxious Weed Control

J2 Engineering and Environmental Design

Drainage

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

Arizona Department of Transportation, Traffic Group, Traffic Control Design Guidelines, 2019 Edition, available on the Department's website,

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

The Proposal Pamphlet which includes the following documents:

These Special Provisions,

Appendix A, Subgrade Acceptance Chart

Appendix B, Evaporation Nomograph

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.

Disadvantaged Business Enterprise (DBE) Assurance,

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.

Disadvantaged Business Enterprise (DBE) Assurance,

PROPOSAL GUARANTY:

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

CONTRACT DOCUMENTS:

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

A copy of these documents is not included in the Proposal Pamphlet; 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.

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

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

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

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

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

2.0 Assurances of Non-Discrimination:

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

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

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

3.0 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Operates as a for-profit business;
(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
(3) Is independently owned and operated;
(4) Is not dominant in its field on a national basis; and
(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

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

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

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

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

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

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

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

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

(vi) Women;

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

4.0 Working with DBEs:

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

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

4.01 Mentor-Protégé Program:

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

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

5.0 Applicability:

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

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

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

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

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

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

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

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

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

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

6.02 SBC Registration:

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

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

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

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department

encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE contract goal.

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

8.0 Time is of the Essence:

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

9.0 Computation of Time:

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

10.0 Contractor and Subcontractor Requirements:

10.01 General:

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

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

10.02 DBE Liaison:

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

11.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

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

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

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

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

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

8.58%

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

13.0 Submission with Bids:

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

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

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

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

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

position after submission of the bid and claim to have met or be able to meet the established goal.

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

14.0 Bidder Meeting DBE Goal:

14.01 General:

To be considered responsible and eligible for award of a contract, a bidder who has indicated in its bid that it met the DBE goal must submit the information described in this Subsection no later than five calendar days after bid opening.

If the bid of the apparent low bidder is rejected for any reason, the next low bidder may become the apparent low bidder only if it had submitted the information described in this Subsection or Subsection 15.01, as appropriate, no later than five calendar days after bid opening.

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

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

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

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

(3) A separate DBE Intended Participation Affidavit must be submitted for each DBE used to meet the goal of the project. The bidder shall indicate each DBE's name, a description of the work the DBE will perform, bid item number, proposed subcontract amount, and the NAICS code applicable to the kind of work the firm would perform on the contract. A list of certified DBEs with their respective NAICS codes can be located

on the DBE Directory at AZ UTRACS website. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item. The intended DBE must complete and sign the form to confirm its participation in the contract.

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

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

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

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

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

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

14.02 Failure to Comply:

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

15.0 Documented Good Faith Effort:

15.01 General:

To be considered responsible and eligible for award of a contract a bidder who has indicated in its bid that it was unable to meet the DBE goal but made good faith efforts must submit the information described in this Subsection no later than five calendar days after bid opening.

If the bid of the apparent low bidder is rejected for any reason, the next low bidder may become the apparent low bidder only if it had submitted the information described in this

Subsection or Subsection 14.01, as appropriate, no later than five calendar days after bid opening.

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

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

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

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

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

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

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

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

The bidder shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors for a given project. If the bidder cannot meet the goals using DBEs

from this geographic area, the bidder, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

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

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

(2) Conducting market research to identify small business contractors and suppliers, and soliciting, through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. This may include attendance at pre-bid meetings and business matchmaking meetings and events, advertising and/or providing written notices, posting of "Notices of Sources Sought" and/or "Requests for Proposals" at reasonable locations, including the contractor's website, written notices or emails to all DBEs listed in the Department's directory of transportation firms that specialize in areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early in the acquisition process as practicable to allow DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

15.02 Failure to Comply:

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

15.03 Appeal and Protest of Good Faith Effort Determination:

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

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

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

16.0 Rejection of Low Bid:

If, for any reason, the bid of the apparent low bidder is rejected, a new apparent low bidder will be identified. The Department will notify the new apparent low bidder.

A bidder may become the apparent low bidder only if it had submitted the information described in Subsection 14.01 or 15.01, as appropriate, no later than five calendar days after bid opening.

17.0 Payment Reporting:

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

18.0 Crediting DBE Participation Toward Meeting Goals:

18.01 General Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18.02 DBE Prime Contractor:

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

18.03 Effect of Loss of DBE Eligibility:

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

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

18.04 Notifying the Contractor of DBE Certification Status:

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

18.05 Police Officers:

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

18.06 Commercially Useful Function:

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

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining

quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

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

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

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

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

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

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

18.07 Trucking:

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

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

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

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

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

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

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

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

For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. Credit will be allowed only for those lease costs related to the time each truck is devoted to the project.
DBE credit for supplying paving grade asphalt and other asphalt products will only be permitted for standard industry hauling costs, and only if the DBE is owner or lessee of the equipment and trucks. Leases for trucks must be long term (extending for a fixed time period and not related to time for contract performance) and must include all attendant responsibilities such as insurance, titling, hazardous waste requirements, and payment of drivers.

18.08 Materials and Supplies:

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

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

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

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

19.0 Effect of Contract Changes:

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

time available, the nature of the change, who initiated the change, and other factors as determined by BECO.

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

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

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

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

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

21.0 Required Provisions for DBE Subcontracts:

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

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

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

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

22.0 Contract Performance:

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

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

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

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

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

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

23.0 Joint Checks:

23.01 Requirements:

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

1. The DBE subcontractor must be independent from the prime contractor and the supplier, and must perform a commercially useful function. The DBE subcontractor must be responsible for negotiating the price of the material, determining quality and quantity, ordering the materials, installing (where applicable), and paying for the

material. The DBE subcontractor may not be utilized as an extra participant in a transaction, contract, or project in order to obtain the appearance of DBE participation.

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

23.02 Procedure and Compliance:

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

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

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

4. Any failure to comply will be considered by the Department to be a material breach of this contract and will subject the prime contractor, DBE, and supplier to contract remedies and, in the case of serious violations, a potential for termination of the contract, reduction or loss of prequalification, debarment, or other remedies which may prevent future participation by the offending party.

24.0 DBE Termination/Substitution:

24.01 General Requirements:

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

24.02 Contractor Notice of Termination/Substitution:

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

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

24.03 Contractor Request for Termination/Substitution:

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

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

7) The DBE's response to the notice of intent to terminate. If there is no response from the DBE within the time allowed in the notice of intent to terminate, the contractor shall state that no response was received.

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

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

24.04 Good Cause:

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

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

24.05 DBE Termination/Substitution Good Faith Effort:

If the Department approves the termination of a DBE, the contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE. The good faith efforts as identified in DBE Subsection 15.0 shall be directed at finding another DBE to

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

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

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

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

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

24.06 Sanctions:

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

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

25.0 Certification of Final DBE Payments:

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

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

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

26.0 Sanctions for Not Meeting Contract DBE Goal:

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

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

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

27.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the

Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

(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.

(CARGO, 03/19/20)

CARGO PREFERENCE ACT:

Description:

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

The requirements apply to items transported by ocean vessel.

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

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

Contract Requirements:

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

(A) 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.

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

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

GENERAL REQUIREMENTS:

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

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.

Protection of Natural Features:

The contractor shall preserve and protect all existing vegetation (i.e., trees, shrubs and groundcovers), not identified for removal, which does not interfere with the construction, as may be determined by the Engineer. The contractor shall be responsible for all unauthorized cutting, removing or altering of existing vegetation, including damage due to careless operation of equipment, stockpiling of materials or tracking over terrain by equipment.

No additional payment will be made for this work of protecting natural features, the cost being considered as included in the price for contract items.

Removal and Disposal of Trash, Litter and Debris:

The contractor shall be responsible for the removal of trash, litter and debris throughout the construction phase of the project. No separate measurement or payment will be made for the removal of trash, litter and debris during the construction phase of the project, the cost considered included in other project items.

Temporary Support and Shoring:

The contractor shall be responsible for determining the exact limits and locations of any required shoring. If site conditions or construction restraints require shoring or temporary support to be installed, the contractor shall submit shop drawings and calculations stamped by a Professional Engineer, registered in the State of Arizona, to the Engineer in accordance with Subsection 105.03 of the specifications. No measurement or payment will be made for temporary support or shoring, the cost being considered as included in contract items.

Rock, Bridge and Other Construction Removals:

Blasting will not be allowed for the removal of the existing bridge, excavation for bridge construction and removal, or removal of any other construction materials.

Designated Staging Areas:

Three areas have been environmentally cleared to be used as possible staging areas if the contractor chooses to do so. Work within these areas shall comply with the environmental requirements and mitigations included in these Special Provisions. These areas include:

(1) I-17 median in the vicinity of the bridge.
(2) South of JW Powell Blvd between northbound I-17 and the northbound off ramp.
(3) North of JW Powell Blvd between southbound I-17 and the southbound off ramp.

These areas are included in the erosion control plans. Specific limits will be provided to the contractor upon request.

No measurement or direct payment will be made to the contractor for any cost associated with using these locations.

Haul Routes and Permits:

Haul routes and hauling hours shall be in accordance with local ordinances and approved by City of Flagstaff authorities, Coconino County authorities and the Engineer.

The contractor shall be responsible for obtaining permits from respective agencies for detouring traffic, placing advanced warning signs, or encroaching into their right of way for construction activities. This includes but is not limited to JW Powell Blvd, Lake Mary Road, McConnell Drive and Beulah Blvd.

Material Sources:

The Department has determined that material mined from the source identified as the Leupp Pit, ADOT assigned source number CM0231, is not acceptable for use in asphaltic concrete products used on Department highway construction projects. The location of the source is Leupp Rd. in Coconino County. The assessor parcel numbers are 303-13-002C and 303-13-002G. The Department will not accept asphalt mix designs that incorporate material from the Leupp Pit. This does not rule out potential use of the source for aggregate base, rip rap or borrow. The Department no longer holds an Agreement with the Gray Mountain Pit on US 89 to extract materials. However, the Gray Mountain Pit is still an approved material source.

Verification of Existing Features:

The location and dimensions of existing roadway features shown on the plans are based on record drawing plans, aerial photographs, and field surveys. It shall be the contractor's responsibility to field-verify information given on the plans wherever that information affects the new work. Significant differences between the measured and plan information shall be submitted to the Engineer prior to proceeding with the work. No separate measurement or direct payment will be made for this work, the cost of such being considered as included in the contract item of Construction Surveying and Layout.

Erosion /Sediment Control and Stormwater Quality:

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

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

In addition to what is shown in the plans and/or details, the contractor shall apply perimeter/containment control Wattle Best Management Practices (BMPs) or temporary stormwater quality Control Measures (CMs) on the down-slope perimeter of construction

disturbed areas, unpaved on-site staging/storage, and unpaved on-site stockpiling. The contractor shall also apply wattles parallel to the slope contours and beyond the toe of guardrail end treatment pads newly disturbed slopes. All of this work shall be at no additional cost to the Department. To prevent sediment from bypassing the perimeter control BMP/CM end, the end of the BMP/CM shall be turned up the slopes for a minimum of 3 feet to form an "L" shape. No portion of the BMPs/CMs shall be installed within 6 feet from the edge of the pavement. BMPs/CMs shall not be placed over any driveways or access roads that intersect with the roadway mainline. Unless otherwise called out in the plans/details and approved by the Engineer, such BMPs/CMs shall not be placed on the flow path of inlets and outlets of drainage facilities. All BMPs/CMs shall be installed in accordance with the manufacturer's instructions. Moreover, perimeter/containment control BMPs/CMs shall be applied outside and above adjacent wetlands, as well as water courses unless otherwise called out in the plans/details and approved by the Engineer. The contractor shall adjust the field layout of erosion control and sediment prevention elements according to the actual limits of soil/ground disturbance as approved by the Engineer. The contractor shall also observe ADOT traffic safety standards when installing perimeter/containment control BMPs/CMs in the traffic clear zone/recovery area.

With the approval of the Engineer, the contractor may choose to replace straw/excelsior Wattles/Logs with equivalent or enhanced BMP/CM products of compost Logs/Wattles, bio-socks, filter socks, compost socks, or compost tubes covered with dense geotextile fabric as the outer layer at no additional cost to the Department. Such replacement may be applicable to protect sensitive biological resources (native species and/or habitats) within the project limit or its vicinity. The color of BMP/CM products of compost Logs/Wattles, bio-socks, filter socks, compost socks, or compost tubes shall be harmonized with the natural surrounding existing ground cover as approved by the Engineer in accordance with the ADOT construction Professional Landscape Architect's (PLA's) evaluation. Black color exterior surface layer of such compost BMP/CM products shall be prohibited. For paved or rocky surface, the compost perimeter/containment control and stormwater quality protection BMPs/CMs shall have enough weight so that no staking shall be required for flat construction zones, and gentle slopes of less than five percent (5%). The equivalent compost BMP/CM products stated above shall demonstrate the same or better stormwater pollutants loading/filtering capacities as well as qualities in comparison with straw/excelsior Wattles/Logs. All fabric materials of compost perimeter/containment control and stormwater quality protection BMPs/CMs shall be biodegradable. No separate measurement or direct payment will be made for the replacement of the straw/excelsior Wattles/Logs with compost BMP/CM products; the cost being considered is included in the price of the respective contract item of Wattles/Logs.

Compost material used for perimeter/containment control and stormwater quality protection BMPs/CMs shall not discharge harmful level of pollutants/nutrients that impair stormwater quality. The Engineer shall randomly sample/exam a minimum of three compost-filled BMPs/CMs by opening the outer fabric layer. Non-compost materials such as: animal manures/wastes, city biosolids, rocks, tree barks, unspecified wood chips, construction debris, soil clumps, and/or other unspecified inert material shall NOT be allowed within the compost BMP/CM products.

Wattles/logs, silt fences, bio-socks, filter socks, compost socks, or compost tubes shall be deemed as temporary stormwater quality CMs/BMPs. The non-biodegradable and/or non-

photodegradable components of such temporary CMs/BMPs shall be removed when the project site has achieved stabilization as approved by the Engineer.

The contractor shall propose the locations and install the STABILIZED CONSTRUCTION ENTRANCE/EXIT GRAVEL PADs (ITEM 8101018) on the unpaved new construction access roads as shown on the plans and approved by the Engineer.

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

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

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

The contractor shall correct the locations of Wattles to avoid rocky areas as per the direction of the Engineer. Make necessary field adjustments to ensure the layout/installation of all CMs/BMPs are accomplished according to the specific site conditions compared with project plans/details as approved by the Engineer.

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

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

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

Erosion/Sediment Control and Environmental Permits Beyond the Project Limits:

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

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

If the contractor elects to obtain off-project sites (any property beyond the limits shown in the plans) for staging, stockpiling, material storage, maintenance yard, waste disposal or other project related construction purposes, the contractor shall meet the requirements for erosion/stormwater quality control measures within the written agreements with facility and/or land owner. The contractor shall also obtain the required environmental permits from the facility/land owner.

Access Requirements:

Access to adjacent properties and intersecting roads shall be maintained during the construction period unless otherwise permitted in these Special Provisions.

Construction Time Window:

This contract includes construction completion Time Windows in which the contractor shall complete specified work in the contract.

Time Window 1 – Work Prior to April 1st, 2024
Construction activities that do not impact traffic or snow plow operations on I-17, JW Powell Blvd, SR 89A and Beulah Blvd will be allowed. Construction activities which require temporary traffic control that impact these roadways will not be allowed unless approved by the Engineer. This includes but is not limited to the placement of temporary concrete barrier, shoulder closures, lane reductions, shifts and closures, and detours.

Time Window 2 – Work from April 1st to August 28th, 2024
The new bridge and approach roadway on JW Powell Blvd shall be open to two-way traffic by August 28th. All work necessary to achieve this shall be completed by August 28th, 2024.

Pedestrian Access through Interchange:

Access for pedestrians through the interchange shall be prohibited as soon as work on or adjacent to JW Powell Blvd begins. Access shall not be restored until work is complete on JW Powell Blvd and as approved by the Engineer.

Environmental Mitigation Measures:

The following project mitigation measures are not subject to change without prior written approval from ADOT Environmental Planning. The contractor shall follow all the requirements of the permits specified herein and comply with the project specifications.

- No staging shall occur on Forest Land or Federal Land

- The contractor shall avoid all flagged and/or otherwise designated sensitive cultural, biological or water resource areas within or adjacent to the project area.

- The contractor shall contact the Arizona Department of Transportation Environmental Planning (602.712.7767) at least 10 working days prior to the commencement of work to ensure compliance with avoidance areas.

- The contractor shall not conduct any clearing, grubbing, or tree/limb removal from March 1 to August 31 until the qualified biologist provided by the Arizona Department of Transportation Environmental Planning has conducted a bird nest search of the affected vegetation and has determined that no active bird nests are present. Vegetation removal may occur if the area has been surveyed within 10 days prior to removal as long as only inactive bird nests, if any, are present.

- The contractor shall develop a Noxious and Invasive Plant Species Treatment and Control Plan in accordance with the requirements in the contract documents. Plants to be controlled shall include those listed in the state and federal noxious weed and the state invasive species lists in accordance with state and federal laws and executive orders. The plan and associated treatments shall include all areas within the project right-of-way and easements as shown on the project plans. The treatment and control plan shall be submitted to the Engineer for the Arizona Department of Transportation Construction Professional Landscape Architect for review and approval prior to implementation by the contractor.

- Prior to the start of ground-disturbing activities throughout the duration of construction, the contractor shall arrange for and perform the control of noxious and invasive species in the project area.

- To prevent the introduction of invasive species seeds, all earthmoving and hauling equipment shall be washed prior to entering the construction site and the contractor shall inspect all construction equipment and remove all attached debris, including plant parts, soil and mud, prior to the equipment entering the construction site.

- To prevent invasive species seeds from leaving the site, the contractor shall inspect all construction and hauling equipment and remove all debris, including plant parts, soil and mud, prior to leaving the construction site.

- The contractor shall complete a National Standards for Hazardous Air Pollutants (NESHAP) notification for the work associated with bridge demolition (Airport Rd TI UP, Structure No. 632, I-17 at MP 337.39) and submit to the Engineer, who shall submit it to the Arizona Department of Transportation environmental planning hazardous material coordinator (602.920.3882 or 602.712.7767) for a 5 working day review and approval. Upon approval, the contractor shall file the notification with ADEQ at least 10 working days prior to the commencement of work.

(101DEFN, 04/21/22)

SECTION 101 DEFINITIONS AND TERMS:

101.02 Definitions:

Acceptance: of the Standard Specifications is hereby deleted:

Characteristic: of the Standard Specifications is revised to read:

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

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

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

Contract Bonds:

Surety Bonds that include Performance Bond and Payment Bond.

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

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

Roadbed: of the Standard Specifications is revised to read:

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

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

Activities which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through

seeding, sodding, mulching and the placing of other ground covers; or such planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

State: of the Standard Specifications is revised to read:

The State of Arizona, acting through its authorized representatives.

(102NOBID, 09/19/12)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

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

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

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

(102LOBY, 01/21/21)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

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

(A) Lobbying:

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

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL, "Disclosure Form to Report Lobbying", are available at ADOT Contracts and Specifications Group, 205 South 17th Avenue, Room 121F, Phoenix, AZ 85007.

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

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

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

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

(103AWARD, 09/17/20)

SECTION 103 - AWARD AND EXECUTION OF CONTRACT:

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

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

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

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

SECTION 104 SCOPE OF WORK:

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

General Traffic Control Information:

The traffic control plans have been prepared in accordance with Part VI of the 2009 edition of the Manual on Uniform Traffic Control Devices (2009 MUTCD), the Arizona Supplement to the 2009 MUTCD, the Arizona Department of Transportation Temporary Traffic Control Design Guidelines, the Standard Specifications, and these Special Provisions. The contractor is responsible for establishing the traffic control necessary to provide a safe and efficient work zone without unduly delaying traffic. Alterations and modifications to the traffic control concepts included in the project plans will be considered if they conform to the references listed above. Changes to the traffic control plans must be approved in advance by the Engineer.

General Requirements:

The contractor shall obtain approval from both the Engineer and all affected local municipalities, including obtaining necessary permits, prior to implementing traffic control within City of Flagstaff right of way. The contractor shall submit the traffic control plan to the Engineer for approval 21 calendar days in advance of construction activities that require traffic control.

The contractor shall submit an Emergency Vehicle Access Plan (EVAP) in accordance with Section 107.08(B) of the Standard Specifications.

Message boards (dynamic and contractor provided changeable message boards) shall be used to notify the traveling public in advance of lane closures. The contractor shall provide lane reduction, detour and closure information to the Engineer at least 14 calendar days in advance of these maintenance of traffic activities to enable the Engineer to coordinate with ADOT Community Relations to notify the public and stakeholders and coordinate messages on the dynamic message boards.

The traffic control plans have been developed to maintain a minimum posted speed of 35 mph and continuous flow on the interchange ramps when I-17 traffic is detoured to them. Any changes to the traffic control plans that still utilize the ramps shall be developed to maintain 35 mph and continuous flow.

Existing signs in conflict with construction signing shall be covered in place as directed by the Engineer. All covered signs shall be uncovered as necessary to restore existing or needed traffic control after the work activities are completed.

Temporary concrete barriers will not be allowed on the roadway between November 1st and March 31st. Additionally, the contractor shall remove all other temporary traffic control devices (excluding pre-warning devices) at least 24 hours prior to any predicted storm event or predicted precipitation from November 1st to March 31st of any year.

Special Events and Holiday Restrictions:

No closures or traffic restrictions will be allowed during weekends or recognized holidays unless otherwise approved by the Engineer. Weekends are defined as from 12:00 PM on Friday through 5:00 AM the following Monday. Holidays are from 12:00 PM of the last working day prior to the holiday or major event until 5:00 AM of the first working day following the holiday. When the holiday falls on a Tuesday, the Monday before the holiday is considered part of the holiday. When the holiday falls on a Thursday, the Friday following the holiday is considered part of the holiday.

The recognized holidays are:

New Year’s Day
Civil Right’s Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas

Special events shall be defined as activities or dates which can draw in sizable number of community neighbors and whose attendance/enjoyment may be negatively impacted because of ongoing transportation construction projects.

No closures or lane closures of any kind will be allowed during the following special events unless otherwise approved by the Engineer: Each event day begins at 12:00 noon of the last working day prior to the event and extends to 5:00 AM the first working day after the event unless specified otherwise.

Events	Start Date	Finish Date
NAU Commencement	May 10, 2024	May 11, 2024
Overland Expo	May 16, 2024	May 19, 2024
FUSD Commencement	May 24, 2024	May 24, 2024
Rodeo Weekend	Jun 05, 2024	Jun 08, 2024
Coconino County Fair	Aug 30, 2024	Sep 02, 2024
NAU Move-in-days	Aug 22, 2024	Aug 25, 2024

All special event dates are subject to change. The contractor shall coordinate the date of each event with the Engineer a minimum of 14 calendar days in advance of each event.

Allowable Reductions, Closures and Detours:

The contractor shall maintain all lanes on all roadways at all times except as indicated on the plans and in the Special Provisions for lane closures and detours unless otherwise approved by the Engineer.

The traffic control plans were prepared to maintain at least one lane of traffic in each direction of I-17 at all times. No full closures of I-17 are allowed.

Condition 1
Certain construction activities will require traffic on I-17 to be reduced to one lane in one or both directions. As indicated in the traffic control plans and these Special Provisions, a significant number of construction activities will require I-17 to be reduced to one lane and detoured to the interchange ramps. For this I-17 ramp detour condition, JW Powell Blvd shall be closed between the northbound ramps and southbound ramps. For this I-17 ramp detour condition, the contractor shall provide a flagger on JW Powell Blvd at the northbound interchange intersection and two flaggers at the southbound interchange intersection to allow right turns from JW Powell Blvd to the I-17 on-ramps.

In accordance with MUTCD, a portable light unit shall be provided at each flagger station. The power source shall be capable of supplying adequate continuous power for the light for the duration of the nighttime flagging. There will be no measurement or direct payment for portable light units including the power source, the cost being considered as included in the price of contract bid items.

The date and time of all lane reductions, detours and closures shall be clearly identified on the contractor’s schedule. The schedule shall detail all of the major activities associated with the lane reductions, detours and closures.

The following activities are anticipated to require I-17 ramp detours and JW Powell Blvd closure:

a. Girder setting

b. Overhang form and walkway setting and removal
c. Deck reinforcing lifting
d. Deck pours
e. Barrier form setting, concrete placement and form removal
f. Bridge painting
g. Bridge removal activities including saw cutting

Condition 2
Certain construction activities are anticipated to require closure to JW Powell Blvd between the northbound ramps and southbound ramps without any impacts to I-17. These activities include:

a. Initial Ramp C work - removal of existing curb, gutter, sidewalk, and sidewalk ramps; placement of temporary pavement
b. Initial Ramp D work - removal of existing curb, gutter, sidewalk, and sidewalk ramps; placement of temporary pavement
c. Initial roundabout island work – removal of existing curb, gutter, truck apron and fill; placement of temporary pavement
d. Final Ramp C and westbound JW Powell Blvd work at roundabout – remove detour and construct curb, gutter, sidewalk and sidewalk ramp
e. Final Ramp D and eastbound JW Powell Blvd work at roundabout – remove detour and construct curb, gutter, sidewalk and sidewalk ramp
f. Final roundabout island work – remove detour and construct curb, gutter, truck apron and final grading

Condition 3
Closure of JW Powell Blvd and the southbound I-17 ramps will be required for the milling and paving/overlay work in the roundabout. The work shall be scheduled such that the paving is completed in the first half of the closure window to maximize setting time of the new overlay prior to opening to traffic.

Condition 4
The inside lane in each direction of I-17 can be closed for the inside shoulder reconstruction. For this condition, the inside lane can be continuously closed from 7:00 AM on Monday morning thru 12:00 PM (noon) on Friday. If the shoulder reconstruction is not complete prior to opening either direction of I-17 to two lanes and a drop-off of more than 2 inches remains, temporary concrete barrier or a temporary shoulder wedge shall be installed. The use of a wedge or temporary concrete barrier will be at no additional cost to the Department.

Condition 5
The outside lane in each direction of I-17 can be closed for the outside shoulder guardrail removal and final grading. For this condition, the outside lane can be continuously closed from 7:00 AM on Monday morning thru 12:00 PM (noon) on Friday.

All lane reductions, detours and closures, unless noted otherwise in these Special Provisions, will be subject to the following:

- Shall confirm with the Engineer one day prior to establishing the closure
- Shall occur between Monday night and Friday morning (week days)
- Shall occur between the hours of 7:00 PM and 7:00 AM, inclusive of traffic control setup and teardown
- Shall maintain access to first responders and emergency services at all times including access across JW Powell Blvd
- Shall occur in one direction of I-17 only unless approved by the Engineer

Liquidated Damages:

Liquidated damages will be charged for failure to complete the work specified in Time Window 2 based on the table below. No measurement or payment will be made for traffic control in use where liquidated damages are applied. Assessed liquidated damages will be deducted from the monies due or becoming due to the contractor.

Liquidated Damages per Calendar Day or Any Portion Thereof	
Time Window 2	$10,000

Liquidated damages will be charged for each 15-minutes interval or portion thereof in which all lanes of I-17 or JW Powell Blvd are not opened outside of the allowable hours. The contractor shall be assessed a sum as calculated by the Engineer based on the table below, which will be deducted from the monies due or becoming due to the contractor.

Liquidated Damages per 15-Minute Interval	
I-17 Single Lane Closure or JW Powell Blvd full closure	$200

If the Engineer finds that the work was delayed because of conditions beyond the control and without fault of the contractor, the Engineer may extend the allowable time in such amount as specified in Subsection 104.02 of the specifications.

A maximum of 32 days of I-17 ramp detours will be allowed, which shall include the sum of both northbound and southbound ramps. Liquidated damages will be charged for each additional day of I-17 ramp detours. The contractor shall be assessed a sum as calculated by the Engineer based on the table below, which will be deducted from the monies due or becoming due to the contractor.

Liquidated Damages per Day	
I-17 Ramp Detour and JW Powell Blvd Closure	$5,000

(104SWDEQ, 02/10/20)

SECTION 104 SCOPE OF WORK:

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

(A) General:

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

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

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

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

(1) General Requirements:

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

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

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

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

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

(2) Stormwater Pollution Prevention Plan (SWPPP):

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

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

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

The contractor shall give installation of permanent Control Measures priority over reliance on temporary measures. Permanent Control Measures and drainage structures shall be installed as soon as possible in the construction sequencing of the project, preferably concurrent with construction of the related sub-area or drainage device.

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

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

The SWPPP shall specify the mechanism whereby revisions may be proposed by the contractor or the Engineer throughout the project and incorporated into the plan, including the review and approval procedure. The Engineer and contractor shall jointly approve and sign each revision to the SWPPP before implementation. Any revisions made by the contractor to amend the approved SWPPP will require two to seven calendar days for review**.**

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

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

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

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

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

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

The contractor shall monitor rainfall on the site with a commercially manufactured rain gauge accurate to within 0.10 inches of rain. Rainfall records shall be maintained in the SWPPP.

(3) Erosion Control Coordinator (ECC):

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

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

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

The ECC shall be capable of identifying existing and predictable effects of the contractor's operations, and shall have complete authority to direct the contractor's personnel and equipment to implement the requirements described herein, including prompt placement of corrective measures to minimize or eliminate pollution and damage to downstream watercourses. Corrective measures shall be completed in the timeframe required by the CGP and included in the SWPPP as required by the CGP.

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

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

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

(4) ECC Certification Requirements:

The ECC shall have successfully completed the mandatory two-day (16 hour) "Erosion Control Coordinator" training class (hereinafter referred to as the training class) provided by the Associated General Contractors (Arizona Chapter), phone (602) 252-3926. No other training can be substituted.

The training class certification is valid for three years. Within 60 days of the end of the three year period, in order to maintain the training class certification, the ECC shall successfully complete either a six-hour "Erosion Control Coordinator Refresher" class (hereinafter referred to as the refresher class), also provided by the Associated General Contractors (Arizona Chapter), or the two-day training class specified above. The refresher class will be required every three years thereafter, prior to the expiration date listed on the previous certificate. Should more than three years (and 60 day grace period) elapse from completion of either the training class or refresher class, the contractor's ECC will be required to successfully complete the two-day training class in order to again be eligible for consideration.

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

(a) Experience in the implementation of SWPPPs. The ECC's experience shall demonstrate full-time responsibility for directly supervising construction personnel in the installation, inspection, and maintenance of pollution prevention measures.

(b) Experience in stabilization of disturbed areas in environments similar to those on the project.

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

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

(5) Acceptance of ECC and SWPPP:

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

(6) Notice of Intent:

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

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

(7) Non-Compliance:

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

(a) Should the Engineer determine that the SWPPP is not being properly implemented; the contractor will be notified in writing of such deficiencies. The contractor's ECC shall fully implement, to the

satisfaction of the Engineer, the requirements of the approved SWPPP within three working days.

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

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

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

(8) Notice of Termination:

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

The NOT shall be submitted as described in the CGP.

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

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

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

(D) Measurement and Payment:

Measurement and payment for work specified in the SWPPP will be made in accordance with the requirements of Section 810. Control Measures specified in the contract which are

to be accomplished under any of the other various contract items will be paid for as specified under those items.

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

No measurement or payment will be made to the contractor for time spent in preparing, reviewing, and revising the SWPPP, the SAP, or providing other required documentation, the cost being considered as included in the price of contract items. No measurement or payment will be made for inspections, training of personnel, the contractor's erosion control coordinator, the contractor's pollution prevention practices and requirements, or maintenance of the Control Measures during a suspension of work, the costs being considered as included in contract items.

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

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

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

Unless otherwise specified, no measurement or payment will be made for maintenance of temporary and permanent Control Measures, the cost being considered as included in contract items.

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

The contractor shall implement the requirements of the CGP for pollution prevention due to stormwater runoff during construction, as specified above in Subsection 104.09, Prevention of Stormwater Pollution.

Until final written acceptance of the project by the Engineer, the contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the nonexecution of the work. The contractor shall rebuild, repair, restore

and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance. No reimbursement shall be made for work necessary due to the contractor's failure to comply with the requirements of the SWPPP.

Except as specifically provided under Subsection 104.04, in case of suspension of work from any cause whatever, the contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and provide for normal drainage. The contractor shall maintain Control Measures in working order during any stoppage of work. Based on the nature of the work stoppage, the contractor and the Engineer shall determine the maintenance requirements. The contractor shall comply with the CGP including inspection of the project.

(104STORM, 11/01/95)

SECTION 104 SCOPE OF WORK:

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

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

(D) Payment for Repair Work:

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

(E) Termination of Contract:

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

(104ENVIR, 06/17/21)

SECTION 104 SCOPE OF WORK:

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

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

The contractor shall promptly advise the Engineer that it is preparing the environmental analysis and shall submit to the Engineer for review and consultation. The Department will review the submittal and send it to the appropriate agencies and/or jurisdictions for

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

If the approval of the environmental analysis causes a delay to a controlling activity of the project due to the Department's actions in the aforementioned review process, the contractor may seek, and the Engineer may grant, an extension of time in accordance with the terms of Subsection 108.08 of the specifications. The time extension shall not exceed 30 working days for a working-day contract, or 45 calendar days for a calendar-day project. The time extension will not be considered unless the contractor can show evidence of the delay resulting due to the Department's actions in the review process. A time extension request will not be considered or granted for any other reason. No time extension will be granted for a fixed completion date contract.

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

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

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

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

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

SECTION 105 CONTROL OF WORK:

105.09 Cooperation between Contractors: of the Standard Specifications is modified to add:

In the event of other adjoining projects happening near the limits of the project, the contractor shall coordinate all its work activities to not adversely conflict with such adjoining projects. The contractor shall coordinate its work with that of any other contractor of the adjoining projects to the benefit of all contractors, public and the Department.

The following Project is anticipated to be under construction during the same time as this project.

TRACS No: F020701C
Project No: 017 CN 311
Termini: SB I-17 MP 311.27 to MP 340.34, SB SR89A MP 401.95 to 402.05
Location: I-17 SB County Line – McConnell Bridge

The contractor, through the Engineer, shall invite the contractor of the adjoining project(s) to the preconstruction conference to discuss schedules and impacts of adjoining project(s) in accordance with the requirements specified in Subsection 108.03 of the specifications.

The Engineer may require the contractor from each project to attend weekly construction coordination meetings to keep the construction teams updated in progress of each project.

(106DMAT, 02/15/11)

SECTION 106 CONTROL OF MATERIALS:

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

106.15 Domestic Materials and Products:

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

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either 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.

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

106.17 Construction Materials:

A construction material, when used on a federal-aid construction project shall comply with the requirements of Build America, Buy America (BABA) Act specified in Title IX, Subtitle A, Part 1, Sections 70901 and 70911-70918 (Pub. L. No. 117-58 §§ 70901; §§ 70911-70918) 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.

Build America, Buy America provisions specified for manufactured products in Section 70912(6)(B) of the IIJA, do not apply to federal-aid construction projects per FHWA's existing statutory requirement applicable to manufactured products. A "manufactured product" is considered to be an item that undergoes one or more manufacturing processes before the item can be used on a federal-aid construction project.

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 lesser 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.

(107FS, 07/20/23)

107.12 Forest Protection: of the Standard Specifications is revised to read:

(A) General:

If a project or a material pit is located on land which is under the jurisdiction of the U.S. Department of Agriculture (USDA) Forest Service, the contractor shall comply with all applicable State and Federal laws, Federal rules and regulations, and the requirements of the National Forest in which the work is located.

Throughout this subsection, the term Forest Service Officer is used. This person shall be understood to be the District Ranger or any other person authorized or duly appointed to act in all matters affecting the Coconino National Forest lands, Flagstaff Ranger District.

Forest Service Officers on this project are as follows:

	Name	Phone	
		Day	Night
District Ranger	Matt McGrath	(928) 527-8214	(928) 606-7497
Fire Dispatcher	Dave Kahler	(928) 527-3552	(928) 527-3552

The contractor shall comply with the following minimum requirements for activities within the National Forest:

(1) The contractor shall do everything reasonably within the contractor's power to prevent wildland fires and shall not dispose of material by burning without a written permit from the Forest Service.

(2) The contractor shall not cut timber or brush or commence work in any material pit unless a permit to do so has been obtained from the Forest Service.

(3) The contractor shall fully repair all damage caused by its operations and provide maintenance commensurate with the contractor's use of National Forest roads and trails.

(4) The contractor shall fully comply with all requirements regarding air quality.

(B) Fire Plan:

The contractor shall submit a Fire Plan for approval by the Engineer and the Forest Service Officer prior to any construction activities. The contractor shall prepare the Fire Plan considering the details outlined herein.

The following outlines the mutual responsibilities of the Forest Service, the Department and the contractor to ensure effective prevention and prompt suppression of all fires within the right-of-way and other work areas.

(1) General:

Fires discovered by the contractor and its employees shall be promptly reported to the Engineer and the Forest Service Officer. The contractor and its employees shall make reasonable attempts to control and extinguish fire without endangering life of contractor’s personnel or public on any and all fires within the right-of-way and work areas and within a half-mile zone adjacent thereto. Fires shall be attacked promptly so as to control them while they are small. Fires shall not be abandoned until the Forest Service Officer declares the fire to be out or relieves the contractor and its employees.

The contractor shall place its equipment and employees at the disposal of the Forest Service Officer for the purpose of fighting fires in accordance with the approved Fire Plan.

Equipment shall be operated by employees of the contractor. The Forest Service Officer will assume no responsibility toward such equipment for ordinary wear or damage due to negligence, carelessness, or willful misconduct.

(2) Personnel:

The contractor shall designate at least one representative to train and supervise each construction crew and the individuals designated to perform the duties of fire guard for

wildland fire prevention, detection, and suppression. Each such representative shall be named in the Fire Plan.

At contractor's discretion, fire guards may be trained to knowledge standards provided by free Federal Emergency Management Agency (FEMA) NWCG S-190 Introduction to Wildland Fire Behavior (fema.gov) and NWCG S-130 Wildland Firefighter Training (fema.gov) or equivalent training.

The contractor shall provide a list of trained fire guards in the Fire Plan, for all activities involving internal combustion engines and where power-driven equipment has been operated during the day.

The fire guards shall constantly perform their duties during the operating hours and for three additional hours after the construction operations ends for the day, when the proposed Fire Precaution Plan is Plan "B" or "C" as specified in Subsection 107.12(B)(14) of the specifications. The additional work hours of the fire guards will be compensated in accordance with the requirements specified in subsection 104.02 of the specifications. The fire guard may perform contract work in conjunction with fire guard duties during operating hours.

Fire guard on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation to reach an adjacent area is not in excess of 10 minutes.

Each fire guard shall be physically able, vigilant, and trained to prevent, detect, and report any wildland fires and to promptly and efficiently take suppression action with available required firefighting equipment and personnel on any wildland fire within the project limits. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box, two 4-to-5 gallon backpack pumps filled with water, two size 0 shovels in good working condition, two Pulaskis, and two McLeod tools maintained in serviceable condition.

(3) Reimbursement:

Reimbursement to the contractor for equipment utilized, including operators, will be made by the Forest Service in accordance with rates which have been previously negotiated and agreed upon. These rates will be established prior to mobilization of personnel and equipment to be used for the suppression of fires.

The Forest Service will not reimburse the contractor, for the suppression of fires started by them.

The contractor, in suppressing fires caused by others, including lightning-caused fires, in work areas or within a half-mile zone of work areas will be reimbursed by the Forest Service for such suppression.

In emergencies, the contractor may be called upon to suppress fires on other National Forest lands outside the normal half-mile zone within the project proximity. The contractor will be reimbursed by the Forest Service for such suppression.

If the Forest Service requests that any equipment be made available on standby status, reimbursement to the contractor will be made at a rate established by negotiation.

The Department's publication, Requirements for the Utilization of the Schedule of Equipment Rental Rates for Equipment Used on Force Account Work, will not be applicable when the contractor's equipment is being utilized under the direction of the Forest Service Officer in the suppression of fires.

(4) Tool Cache:

The contractor shall furnish and maintain at a minimum, one tool cache where tools are clean of rust and foreign material; with sharp cutting edges; in good working condition; and sanded and tightly fitted handles. A tool cache shall contain five long-handled, round point, size No. 0 or larger shovels; five McLeod tools; two double-bit axes; two brushhooks; two backpack sprayers of 3-5 gallon capacity and two Pulaskis with sheaths. These tools are required separate from, and in addition to, the tools required on equipment and tools under the possession of fire guards.

A proper tool mix shall be specified in the project's Fire Plan for approval. Fire tools shall be located in the active operating area of the project or as stated in the approved Fire Plan.
The fire tools shall be used only for suppressing wildland fires. All personnel performing the contractor's operations shall be equipped with at least one approved fire tool.

(5) Vehicles and Construction Equipment:

All passenger carrying vehicles, including light pickup trucks shall be equipped with one long-handled, round-pointed shovel in good working condition, and one ABC chemical fire extinguisher not less than 2-1/2 pounds capacity.

Each internal combustion fuel carrying truck, loader, skidder, heavy truck, tractor or any other type of equipment, including but not limited to, earth moving equipment, shall be provided with one long-handled round-pointed shovel in good working condition, and one 5-1/2 pound capacity ABC dry chemical fire extinguisher.

Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

All internal combustion engines, including those on tractors, jammers or any stationary or mobile equipment, shall be equipped with a spark arrester qualified and rated under USDA Forest Services Standard 5100-1a, "Spark Arrester Guide" or the latest revision of Society of Automotive Engineers (SAE) recommended practice J350, "Spark Arrester Test Procedure for Medium Size Engines" unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger with no exhaust bypass.

(b) A multi-position engine which meets the performance levels set forth in SAE recommended practice J335B, "multi-positioned small engine exhaust fire ignition suppression" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump truck, or other vehicles used for hauling, and used only on roads or established accesses and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Heavy equipment equipped with an exhaust driven turbocharger in good working order and with no exhaust bypass will qualify. A straight, mechanically driven supercharger does not qualify. Light trucks up to two-ton, pickups, jeeps, and passenger cars shall have effective mufflers and exhaust pipes comparable to the manufacturer's standard equipment installation.

All internal combustion engine driven vehicles and equipment will be inspected by the Forest Service Officer prior to initial operation. All such vehicles and equipment arriving on the work after the initial inspection shall be reported to the Forest Service Officer for inspection prior to operation. All equipment will be inspected periodically after the initial inspection to ensure that spark arresters or turbocharger are in working order. All operators shall submit their equipment to the Forest Service Officer for inspection upon request. Vehicles and equipment not approved for use shall be repaired to meet the requirements specified herein, re-inspected, and approved by the Forest Service Officer prior to use.

All 1975 and later model passenger vehicles and pickups equipped with a catalytic converter shall have a sticker clearly displayed on the dashboard warning the driver of the fire hazard of driving the vehicle over or parking the vehicle where tall grass or other flammable materials can come in contact with the catalytic converter.

The contractor shall make daily inspections of all internal combustion engines, stationary and mobile, to ascertain that spark arresters and mufflers are whole and effective, and that there are no connections that can leak burning particles.

All crawler tractors, rubber-tired tractors, and equipment with power source that are suitable for wildland fire suppression work, shall be equipped with two factory type headlights and one backup light, or brackets mounted for portable self-contained battery operated lights. These portable lights shall be furnished and maintained by the contractor at a location approved by the Engineer.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

(6) Smoking:

There shall be no smoking while working. This requirement applies to those activities which require that work be performed in an uncleared area, such as clearing and fencing operations. Smoking shall be restricted to areas designated by the Forest Service Officer and such areas shall be a minimum of 2 feet in diameter which have been cleared to

mineral soil. All smoking material shall be completely extinguished before leaving these areas.

There shall be no smoking when driving on National forest lands except when traveling on a graveled, oiled, or otherwise surfaced road. Smoking material shall be extinguished either in ash trays or on a spot cleared to mineral soil.

All smoking closures or other restrictions which may be put into effect shall be carefully observed.

(7) Power Saws and Power Equipment:

Power saws shall be equipped with an approved and serviceable spark arrester/muffler. The spark arrester shall be maintained in effective working order, meeting either Department of Agriculture, Forest Service Standard 5100.1a or appropriate Society of Automotive Engineers (SAE) recommended practice J335 and J350 [36 CFR 261.52(j)], as revised to the date of the opening of the proposals.

Power saws or power equipment shall be filled only in an area which has been cleared to mineral soil. They shall not be started at the place where they have been filled. Mufflers shall be kept in place at all times and the spark arrester screens shall be checked daily. Broken or burned screens shall be promptly replaced. Power saws and power equipment shall be moved at least 10 feet from the place of fueling or refueling before use.

Power saw operators shall check the sawdust at each tree felled before leaving to make sure that no fires have been started. Each operator shall carry with their power saw; a size No. 1, long-handled, round-pointed shovel in good working condition; a fuel can; and a chemical pressurized fire extinguisher of not less than eight ounce capacity by weight.

(8) Burning:

No burning of slash, camp refuse, or other debris or any other burning will be permitted without a daily written permit from the Forest Service and a burn permit issued by the ADEQ, Office of Air Quality.

(9) Fires:

No camp or lunch fires will be permitted except in designated, cleared areas approved by the Forest Service Officer. Any request for lunch fires, warming fires or campfires at an area except those which have been approved shall be made in writing to the Forest Service Officer.

No fires will be allowed when the Fire Precaution Plan “C” or “D” as specified in the Subsection 107.12(B)(14) of the specifications is in effect within the project limits.

(10) Campsites, Parking and Storage Areas:

Campsites, parking, and storage areas on Forest lands shall be approved by the Forest Service Officer prior to use.

All campsites shall comply with all applicable Federal, State, County and City statutes and, ordinances concerning safety, health, and sanitation. Sites shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet, maintained, and used in accordance with Forest Service regulations in order to keep the danger of fires to a minimum. The layout of buildings, tanks, trailers, sanitary facilities, etc., shall be approved by the Forest Service Officer.

All chimneys shall be equipped with 1/2-inch mesh screen for spark arrestors. Fire extinguishers approved by the Forest Service Officer shall be placed in readily accessible places in campsites and storage areas.

No fires except those as may be approved in writing by the Forest Service Officer will be permitted. When required by the Forest Service Officer, the contractor shall maintain a cleared fire line around campsites. Upon cessation of use of the campsite, the contractor shall clean up and restore the site to a condition satisfactory to the Forest Service Officer. Such restoration shall give consideration to the minimizing of erosion.

(11) Welding:

Welding shall be done only at sites which have been cleared to mineral soil. An area within 10-foot radius shall be cleared down to mineral soil before the commencement of the welding operations. Immediately following welding and metal cutting operations, and before leaving the site, careful inspections shall be made to detect and extinguish smoldering materials. A round pointed long handle shovel in good working condition, a 5 or 10-gallon container of water with pump, and a 5 pound fire extinguisher shall be available at each welding site.

A fire guard shall remain on duty during the welding process and at least one additional hour after the process is completed. If the additional work hours fall beyond the normal operating hours of the construction work shift, such additional work hours will be compensated in accordance with the requirements specified in Subsection 104.02 of the specifications. Welding is prohibited on projects when the proposed Fire Precaution Plan is “D” as specified in Subsection 107.12(B)(14) of the specifications.

(12) Blasting:

Electric caps shall be required; fuse caps are prohibited. Primer cord shall be understood to be an explosive and not fuse.

(13) Gas and Oil Storage, and Service Areas:

The location of equipment service areas and gas and oil storage shall be approved in writing by the Engineer. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

(14) Emergency Fire Precautions:

The emergency fire precautions shall be in accordance with the requirements specified in CT7.22 “Emergency Fire Precautions (5/2008)” and as specified herein.

In case of an emergency, the contractor shall restrict the operations by following the Emergency Fire Precaution Schedule specified herein.
Staged restriction levels will be determined by the Forest Service Officer. The process will be a mix of quantitative and subjective measures considering local conditions and issues when deciding to implement fire restrictions and/or area closures.

In areas where emergency fire precautions are to be followed, the contractor shall provide a fire guard.

EMERGENCY FIRE PRECAUTION SCHEDULE	
FIRE RESTRICTION/CLOSURE "STAGE"	
"STAGED" RESTRICTION LEVELS	**FIRE PRECAUTION PLAN**
NO RESTRICTIONS	A
STAGE I	B
STAGE II	C
STAGE III PARTIAL/FOREST CLOSURE **	C or D
STAGE IV (TOTAL FOREST CLOSURE)	D
RED FLAG WARNING (Issued by National Weather Service)	D

The Fire Precaution Plans are described as follows:

Fire Precaution Plan	**Description**
A	The contractor shall comply with all the requirements specified in Subsection 107.12 of the specifications.
B	The contractor shall comply with all the requirements specified in Subsection 107.12 of the specifications except designated areas for smoking and warming or cooking fires will require a written permit from the Forest Service.
C	(i) All power tools shall not be used between 9:00 AM and 8:00 PM, except power tools may be used between 9:00 AM and 2:00 PM on areas cleared to mineral soil. (ii) Loading is authorized to continue between 12:00 Noon and 2:00 PM, on areas cleared to mineral soil. (iii) Hauling trucks shall be out of the Construction Area to a surfaced road by 2:00 PM.

	(iv) All mechanical equipment used for blasting; welding; metal cutting; and clearing and grubbing shall not be used between 12:00 Noon and 8:00 PM. (v) Operations on mineral soil involving road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue with the approval of the Engineer and the Forest Service Officer. No smoking, warming or cooking will be permitted at any time.
D	The contractor shall shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit.

The Forest Service Officer may adjust this Fire Precaution Plan for local weather conditions within the project limits.

The process to notify any change to the Fire Precaution Plan by the Forest Service Officer to the Engineer shall be discussed at the pre-construction conference or partnering meeting. These changes shall be approved by the Engineer and the Forest Service Officer through a written agreement.

The approved change to the Fire Precaution Plan will be communicated to the contractor by the Engineer through phone, email or in-person immediately and prior to the forthcoming work shift.

Projects which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan “C” operating criteria as agreed upon between the Forest Service Officer and the Engineer in writing.

Projects within the boundaries of the proclaimed partial forest closure area shall operate under Fire Precaution Plan “D”.

(107UTIL, 10/20/22)

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:

NORTHCENTRAL DISTRICT

(928) 779-7520
(928) 774-1491

1801 S. Milton Rd.
Flagstaff, AZ 86001

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

ADOT
Tod Skinner
Highway Operations Supervisor
5701 E. Railhead Ave.
Flagstaff, AZ, 86004
(928) 527-0817

ADOT owns drainage, lighting, FMS and landscaping facilities within the project limits. The contractor shall contact ADOT Highway Operations Supervisor before construction.

Arizona Public Service (APS)
Jonathan Dufek
Customer Project Associate
2200 E Huntington Dr.
Flagstaff, AZ 86004 MS: 4424
(928) 220-5709

APS has underground lines and a pad mount transformer in the project area, and shall be protected in place.

American Telephone & Telegraph (AT&T)
Joe Forkert
Consultant and Liaison to AT&T
22311 Brookhurst Street, Suite 203
Huntington Beach, CA 92646
(714) 963-7964

AT&T has facilities within the project limits in leased conduit with CenturyLink (Lumen) and shall be protected in place.

CenturyLink (CTL)
Jim Davis
1553 W. Todd Drive
Tempe, AZ 85283
(602) 579-7994

CenturyLink has facilities within the project limits and shall be protected in place.

City of Flagstaff (COF)
Jackson Salazar
Water Services Plan Reviewer
2323 N Walgreens Street, Ste 1
Flagstaff, AZ 86004
(928) 213-2411

City of Flagstaff has facilities within the project limits and shall be protected in place.

SuddenLink Communications (SLC)
Sanford Yazzie
Upgrade Construction Supervisor
1601 S. Plaza Way
Flagstaff, AZ 86001
(928) 606-5246

SLC has facilities within the project limits and shall be protected in place.

Unisource Energy Services – Gas (UES)
Martin Conboy
Gas Engineering Supervisor
2901 W. Shamrell Blvd #110
Flagstaff, AZ 86005
(928) 226-2269

UES has facilities within the project limits and shall be protected in place. If any excavation work is to be done within 5’ of the marked high pressure gas line, notify Travis Puklavetz, at (928) 853-0320, at least two working days in advance.

RAILROAD STATEMENT: There is no railroad within ½ mile of the project limits.

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

It shall be the contractor’s responsibility to determine the exact location of the utilities prior to any construction operations and to notify the above mentioned utility companies at least two working days prior to commencing any work on the 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:

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

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

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

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

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

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

(108SUBLT, 10/20/22)

SECTION 108 PROSECUTION AND PROGRESS:

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

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

(108PRCN, 08/19/21)

SECTION 108 PROSECUTION AND PROGRESS:

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

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

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

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

progress payment per each occurrence thereafter. Minutes of the weekly meetings will be kept by the Engineer and a copy given to the contractor for review and acceptance.

(108TIME, 10/15/20)

SECTION 108 PROSECUTION AND PROGRESS:

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

The time allowed for the completion of the work included in the contract will be 185 working days, and will be known as the "Contract Time."

(108RSLD, 08/17/23)

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	$ 450	$ 750
500,000	1,000,000	1,000	1,800
1,000,000	2,000,000	1,600	2,100
2,000,000	5,000,000	2,200	2,400
5,000,000	10,000,000	3,200	7,100
10,000,000	30,000,000	8,000	9,600
30,000,000	60,000,000	14,600	16,900
60,000,000	90,000,000	19,900	27,860
90,000,000	-------	26,800	37,520

(108SCHLVL2, 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, as specified in Subsection 108.12(F) of the specifications.

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) Preliminary Schedule:

Before the preconstruction conference the contractor shall prepare and submit a Preliminary Schedule for the Engineer's review and approval. The Preliminary Schedule shall comply with Subsection 108.12(D) of the specifications for the first 60 calendar days of contract time and includes the WBS and milestones for the complete contract.

Along with the Preliminary Schedule, the contractor shall include its calendar for the contract period which shall show work days, calendar days, non-work days, and dates. The contractor shall not begin work until the Engineer has approved the Preliminary Schedule.

(D) Baseline Schedule:

The contractor shall submit a Baseline Schedule within 30 calendar days after the acceptance of the Preliminary Schedule for Engineer's review and approval.

The Baseline Schedule shall be in the following format:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

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

(6) 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.

(7) 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.

(8) 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.

(9) If applicable, the schedule shall include but not be limited to all activities below:

(a) Mobilization/Demobilization;

(b) Right of Way Acquisition;

(c) Submittal development;

(d) Submittal review and acceptance;

(e) Submittal and approval of material samples and mix designs;

(f) Submittal and approval of shop drawings;

(g) Long lead items, material and equipment procurement;

(h) Procurement of permits;

(i) Environmental commitments and mitigation activities;

(j) Equipment and plant setup;

(k) Fabrication of special items;

(l) Erection and removal of falsework and shoring;

(m) Utility and railroad relocations;

(n) Cure times for concrete;

(o) Cure times for pavement before striping;

(p) Landscape and seeding establishment periods;

(q) Test periods;

(r) Major traffic stage changes;

(s) Substantial completion;

(t) Punchlist completion; and

(u) Final cleanup;

(10) 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.

(11) 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.

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

(13) 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.

(14) 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.

(15) 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.

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

(17) When processing the schedule in the software, the contractor shall use the following options:

(a) When scheduling progressed activities use Retained Logic;

(b) Calculate start-to-start lag from Early Start;

(c) Define critical activities as Longest Path;

(d) Compute Total Float as Finish Float = Late Finish – Early Finish; and

(e) Calendar for scheduling relationship lag as predecessor activity calendar.

(18) 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:

(a) Activity ID;

(b) Activity name;

(c) Original duration;

(d) Early start date;

(e) Early finish date;

(f) Late start date;

(g) Late finish date;

(h) Predecessors;

(i) Successors;

(j) Free float;

(k) Total float;

(l) Primary constraint date;

(m) Calendar; and

(n) Responsibility for activity - e.g., prime contractor, subcontractor, supplier, etc.

(E) Monthly Progress Schedule:

After the approval of the Baseline Schedule, the contractor shall submit a Monthly Progress schedule until the substantial completion of the project. The Monthly Progress Schedule and Narrative shall be prepared and submitted by the 15th day of the month. The Monthly Progress Schedule shall reflect progress up to the data date, forecast finish for in-progress activities and re-forecast early dates for activities planned in the next update period. The Monthly Progress Schedule shall meet all format requirements specified in Subsection 108.12(D) of the specifications and shall include the following:

(1) Actual start and finish dates for completed activities;

(2) Actual start dates, percentage complete, and remaining duration for activities in progress;

(3) All proposed activities, logic, and date revisions required to:

(a) Implement changes in the work;

(b) Detail all impacts on preexisting activities, sequences, and dates;

(c) Reflect the contractor’s current approach for work remaining;

(d) Incorporate delays that have been agreed upon between the Department and the contractor; and

(e) Incorporate accepted substitution proposals.

(4) Planned start and finish dates for activities that have not started.

The contractor shall show actual progress based on actual percentage completion of the activity addressed as “Percent Complete” with adjustments to remaining duration and non-calculated progress in the Monthly Progress Schedule. The contractor shall incorporate logic changes and work changes into the Monthly Project Schedule. Percent complete types shall be set to “physical”. Each Monthly Project Schedule submittal shall clearly and individually define the progression of the work within the applicable timeframe by updating the current and planned project activities.

If work is performed out of sequence, the contractor shall implement logic changes to allow the out of sequence work to proceed. The contractor shall exclude all revisions for the contractor’s convenience when reconciling an extension to a milestone. The contractor shall document changes, which shall be highlighted or identified, in the Monthly Progress Schedule.

The contractor shall impose no other date restrictions in the Monthly Project Schedule, unless the contractor provides an explanation of the basis for such date restrictions and such explanation is acceptable to the Department.
The contractor shall provide additional, separate, filtered reports of the project activities including the following:

(1) Bar chart schedule plot showing all critical path activities, long-term lane closures, and the status of these activities as of the date of the update.

(2) Bar chart schedule plot that compares the contractor's progress to planned progress for each activity.

(3) 30-Day look-ahead report listing all design document submittals.

(4) Total Float report displaying float from least to greatest for all activities with 14 day or less of total float.

(5) 60-Day look-ahead report identifying all required Department and governmental approvals.

(6) 60-Day look-ahead bar chart schedule plot sorted by WBS and activity early start dates including the responsible party.

(7) Monthly expenditure table and cash flow expenditure curve for the project.

If the Engineer requests a revision or justification, the contractor shall provide a revision or justification to the satisfaction of the Engineer within seven calendar days. Failure to comply with the schedule requirements specified herein, or provide revisions or justifications within seven calendar days for Engineer's approval will result in withholding $15,000 of the monthly estimate payments. The withheld money will be paid on the monthly estimate following the approval of the Monthly Progress Schedule with acceptable revisions or justifications.

Once the Monthly Progress Schedule is approved by the Engineer, the contractor shall use the approved Monthly Progress Schedule as the basis for the next Monthly Progress Schedule.

(F) Narrative:

With each Project Schedule submittal, the contractor shall prepare and submit a stand-alone schedule Narrative with details that explain the basis of the submitted Project Schedule. The schedule Narratives shall not be considered notification of delays, supplemental agreements, or other issues.

(1) For the Baseline Schedule, the Narratives shall include at a minimum:

(a) The contractor's site management plan and schedule of activities (e.g., lay down, staging, traffic, and parking);

(b) The use of construction equipment and resources for major items;

(c) The basis and assumptions for critical activity durations and logic;

(d) Compliance with temperature, weather and seasonal requirements. Show how and where this is applied and accounted for in the schedule;

(e) List all calendars used and describe their usage;

(f) Anticipated hours per shift, shifts per work day, and work days per week;

(g) Justification for all constraints used;

(h) Justification for an activity with a duration exceeding 20 Calendar Days;

(i) Contractor's approach used to apply relationships between activities, including a list of activity relationships with lags and the justification for the use of each lag (e.g., all ties are based on physical relationships between work activities [such as "rebar shall be placed before concrete is placed"] or relationships are used to show limited resources [such as "bridge two follows bridge one" because contractor has only one bridge crew]);

(j) A written construction phasing plan supporting the approach to the work outlined. The written construction phasing plan shall include at a minimum each phase for the maintenance of traffic (MOT), changes in traffic control, and the construction activities and disciplines to be performed under each construction phase. The construction phasing plan shall show dates of MOT phase changes that are coordinated with the schedule;

(k) The reasons for the sequencing of work, including a description of all limited resources, potential conflicts, and other items that may affect the schedule and how they may be resolved;

(l) Anticipated production rates for major activities including but not limited to earthwork, hauling, drainage, asphalt paving, PCCP, curb and gutter paving, barrier walls paving, etc. Each activity shall be shown with its activity ID, activity name, production rate, equipment used to achieve the production rate (include quantity of pieces of equipment with all attachments), and duration of activity;

(2) For Monthly Progress Schedules, Recovery Schedules, and Supplemental Agreement and TIA Schedules, as part of the Narrative, in addition to the information above, if changes were made, the contractor shall provide a report that includes at a minimum:

(a) Recap and explain progress and days gained or lost versus the previous progress schedule.

(b) Discuss all actions and corrections to be taken to achieve Baseline Schedule milestones.

(c) Explain in detail all critical path activities behind schedule and challenges that may arise with planned critical path activities. Explain all activities that have changed from a non-critical path to the critical path. Identify near-critical path activities that could become critical path activities.

(d) Describe changes in resources and productivity rates to be used on remaining work.

(e) Identify all delays, their extent, responsible party, and explain their causes. Include the amount of weather related delays.

(f) List all activities that have been added or removed from the schedule and an explanation of those changes.

(g) List and explain all changes in activities, sequence, durations, and logic ties. Explain changes caused by each Supplemental Agreement, schedule recovery plans and grouping of related contractor initiated revisions.

(h) Describe all coordination with utility companies and accomplishing utility work.

(i) All negative float shall be explained in detail.

(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:

(1) Transmittal letter;

(2) Bar chart schedule plot;

(3) Electronic copy of the file used for the proposed Recovery Schedule; and

(4) Narrative describing all proposed changes to the Project Schedule in detail, with justification for the changes, including the following:

(a) Changes to activity original durations;

(b) Changes to activity relationships and schedule logic;

(c) 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);

(d) Float consumption;

(e) Identification of activities that have been added, deleted, or modified; and

(f) 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:

(1) How the contractor proposes to incorporate a time extension provided for in a Supplemental Agreement;

(2) The impact to the Project Schedule;

(3) 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;

(4) The proposed method for incorporating the delay and its impact to the Project Schedule; and

(5) 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:

(1) 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.

(2) 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.

(3) Project Schedule Update Meeting:

The contractor shall schedule a joint Project Schedule update meeting to review the Monthly Progress Schedule update on the 15th day of the month or within three days, excluding weekends and holidays thereafter as coordinated with the Engineer. The contractor shall host the meeting and provide an agenda. At a minimum the following items shall be discussed:

(a) The actual progress made until the data date of the schedule update. The review of progress shall include dates for activities actually started and completed, and the duration percentage of work remaining on each activity started. The percentage of work completed shall be calculated by using the quantity and production rate information.

(b) All changes from previously approved schedules.

(c) Actual and potential schedule conflicts.

(d) Supplemental Agreement work and work identified that may lead to supplemental agreement work.

(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.

(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.

(109LSUM, 02/10/20)

SECTION 109 MEASUREMENT AND PAYMENT:

109.10(A) General: the first paragraph of the Standard Specifications is revised to read:

If the Bidding Schedule contains items shown with an alpha suffix and the alpha suffix is listed herein (or in the Special Provisions), the contractor will be paid on a lump sum basis.

The structure(s) to be paid on the basis of a lump sum amount is (are):

(A) AIRPORT ROAD TI UP BRIDGE STR NO. 20256

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

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

(109BITUMADJ, 04/15/21)

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

109.16 Bituminous Price Adjustment:

(A) General:

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

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

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

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

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

(B) Measurement:

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

The IC for the month in which the project was bid will be compared with the CP for the appropriate current month. The CP will be as posted on the Department's website on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example; bituminous material used in May will be adjusted, as specified herein, based on the CP for May as posted on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material for adjustment will be based on contractor-furnished invoices, except as described herein.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease of IC. For emulsified asphalts containing polymer, adjustments in compensation will be made at 66 percent of either the increase or decrease.

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

The tons of bituminous material incorporated in Asphaltic Concrete (Miscellaneous Structural) or Asphaltic Concrete (Miscellaneous Structural-Special Mix) to which an adjustment will be applicable is as follows:

(1) For mixes without reclaimed asphalt pavement (RAP), the adjustment will be equal to 5 percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.

(2) For mixes with RAP, the adjustment will be equal to 4 percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.

(3) If the quantity of asphaltic concrete is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of bituminous material eligible for the adjustment is determined.

(C) Payment:

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace, or other approved methods to which the adjustment will be applicable, are the tons which have been incorporated into the mixture.

When RAP is used in asphaltic concrete, only the tons of virgin asphalt binder will be subject to a bituminous material price adjustment. RAP binder will not be subject to a price adjustment.

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

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

(201PAY, 07/15/21)

SECTION 201 CLEARING AND GRUBBING:

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

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

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

ITEM 2010020 – REMOVAL OF TREES:

Description:

The work under this item shall consist of removing and disposing of trees identified on the plans and as directed by the Engineer. The trees identified in the plans as needing to be removed have a trunk caliper that is greater than 6 inches in diameter as measured 4.5 feet height above the ground.

Construction Requirements:

Prior to the commencement of ground-disturbing activities, the contractor shall stake the limits of construction including the staging areas shown in the plans. Prior to construction, the contractor and the Engineer shall walk the project site to identify and tag the trees to be

removed as identified in the plans. No work shall begin until all trees have been identified and tagged and removal personnel and techniques have been approved by the Engineer.

Before starting removal activities, the contractor shall coordinate with the Engineer at the pre-construction conference to obtain a permit from Arizona Stage Department of Agriculture to transport/export removed trees away from the project site.

The contractor shall furnish all equipment and materials required to safely remove and dispose of the existing trees, including tree roots, rootball material, tree stumps and debris generated from removal activities, within the project footprint shown in the plans including the identified contractor staging areas. The work that be completed in accordance with the requirements of Section 201 of the specifications.

All tree removal personnel shall have a minimum of one year experience in large tree removal and be supervised at all times by a foreman with a minimum of three years of large tree removal experience. Background information on all personnel associate with this task, along with references that will verify experience, shall be submitted to the Engineer at the pre-construction conference.

Trees shall be cut flush with the lower of existing or finished grade. All stumps and roots shall be removed completely or ground to a minimum of three feet below grade. Ground disturbance shall be kept to a minimum during tree removal operations. Fill material required to fill the cavities resulting from the tree removal shall be approved by the Engineer and meet the requirements of the specifications.

The contractor shall avoid damaging vegetation and trees that are to remain in place. If limbs or branches of trees that are intended to remain are broken or damaged during removal, the contractor shall first ensure that the plant will survive and then trim the damaged limbs or branches with clean, straight cuts. If a tree not intended for removal has been damaged and not expected to survive, the contractor shall replace the damaged tree as directed by the Engineer at not cost to the Department.

All removed tree debris shall be disposed of off the project site and as approved by the Engineer. Burying, burning or chipping of any debris associated with tree removal will not be allowed.

At the end of each work day, the contractor shall make sure the roadway, roadway shoulders and embankment within 20 feet of the roadway are clear from debris. Trees that are cut down shall be kept away from the edge of pavement a minimum of 30 feet or removed entirely from the site.

Method of Measurement:

Removal of trees will be measured by each tree removed and disposed of.

Basis of Payment:

The accepted quantity of this item, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work complete in place.

No measurement or direct payment will be made for removal of disposal of trees with a trunk caliper of less than 6 inches, the cost is considered included in the price of the contract items.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

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

Upon removal, the existing asphaltic concrete material not approved by the Engineer to be used on the project shall become the property of the contractor. Disposal shall be outside of the project limits.

202-3.03 (C) Bituminous Pavement Removal by Milling: of the Standard Specifications is modified to add:

Upon removal, the milled asphaltic concrete material not approved by the Engineer to be used on the project shall become the property of the contractor.

(202BRGREM, 05/20/21)

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

202-3.05 Removal of Bridges: of the Standard Specifications is revised to read:

The removal of existing bridges, either wholly or in part, shall be as shown on the project plans or as described in the specifications. Bridge removal operations shall be conducted in such a manner as to cause the least interference to public traffic.

At least 10 days before beginning bridge removal over or adjacent to public traffic or railroad property, the contractor shall submit to the Engineer details of the removal operations showing the methods and sequence of removal and equipment to be used.

When total bridge removal is specified, all materials designated for salvage, such as structural steel, structural steel members, timber, and other reusable materials shall be carefully dismantled, removed and salvaged in accordance with the requirements of Subsection 202-3.01 of the specifications. Steel members shall be match marked as directed by the Engineer.

Piling, piers, abutments, footings, and pedestals shall be removed to at least 1 foot below ground line or 5 feet below finished subgrade elevation unless specified otherwise in the Special Provisions or on the project plans.

When partial bridge removal is specified or alteration of an existing bridge requires removal of portions of the existing structure, such removal shall be performed with sufficient care as to leave the remaining portion of the structure undamaged.

In case of damage to the existing bridge structure, the contractor shall make all necessary repairs at no additional cost to the Department. Reinforcing steel extending from the remaining portion of the structure shall be protected, cleaned, and incorporated in the new portion of the structure in accordance with the details shown on the project plans or as directed by the Engineer.

Flame cutting, saw cutting, or shear cutting may be used for removing, widening, or modifying bridges provided the contractor complies with all protection, safety and damage requirements. When lead-based paint is present, the contractor shall remove a minimum of 6 inches of the paint on each side of the cutline prior to flame cutting or saw cutting. Prior to shear cutting, a minimum of 36 inches of lead-based paint shall be removed on each side of the cutline, or as determined by the Engineer. Removal and disposal of the lead-based paint shall be performed in accordance with the requirements specified in the Special Provisions.

Explosives shall not be used in bridge removal operations unless approved by the Engineer.

No removal operations shall commence until the Engineer has reviewed and approved the contractor's removal plan. If the Engineer deems the removal equipment to be unsatisfactory, the contractor shall submit a revised removal plan to the Engineer for review and approval.

Before beginning concrete removal operations involving the removal of a portion of a monolithic concrete element, a saw cut approximately 1 inch deep shall be made to a true line along the limits of removal on all faces of the element which will be visible in the completed work.

Concrete shall be disposed of per the requirements specified in Subsection 202-3.03(A) of the specifications.

ITEM 2020002 – REMOVE BRIDGE:

Description:

The work under this item shall consist of removing the existing Airport Rd TI UP bridge, Structure Number 00632, in accordance with the plans and the requirements of the specifications.

Construction Requirements:

The existing bridge is a five-span precast box girder bridge that is approximately 208 feet in length. The superstructure, abutments and wingwalls shall be removed in their entirety and the pier shall be removed to the limits shown on the plans. All materials removed shall become property of the contractor and shall be removed from the project site.

The excavation required around the existing piers and abutments to achieve removal of the bridge shall be included as part of this work. The abutments are located near the top of steep slopes. The contractor is responsible for maintaining the stability of the slopes at all times during removal operations. Any debris that falls down the slopes shall be removed prior to opening traffic adjacent to the slopes.

The existing superstructure consists of precast prestressed box girders with a cast-in-place deck and barriers. Saw cutting and phased removal is anticipated. The contractor is responsible for maintaining the stability of the structure at all times during removal operations.

Removal operations which require lane reductions or lane closures beneath the bridge shall only be completed during times allowed by these Special Provisions unless otherwise approved by the Engineer.

It is the contractor's responsibility to protect existing infrastructure intended to remain in service including features such as utilities, pavement, barrier and guardrail, and the new bridge. Construction loads and activities along the southbound I-17 outside shoulder shall not result in pressures on the existing FMS line greater than the pressures that would be imparted to the FMS line from Arizona State vehicular legal loads acting on the paved surface. The means and methods implemented to protect these features shall be included as part of this work. In case of damage to these features, the contractor shall make all necessary repairs at no additional cost to the Department.

The contractor shall obtain all required permits to complete removal, hauling and disposal operations.

Method of Measurement:

The removal of the existing bridge will be measured on a lump sum basis.

Basis of Payment:

The accepted quantity of this item, 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.

ITEM 2020152 – REMOVE DETOUR:

Description:

The work under this item shall consist of removing and satisfactory disposing of the project detour and re-grading the detour area at the location shown on the project plans and as directed by the Engineer.

The project detour will include temporary roadway for a roundabout crossover used during construction as shown in the project plans.

Construction Requirements:

The contractor shall completely remove the pavement and embankment for the roundabout crossovers. The detour area shall be graded to conform to existing grading and as directed by the Engineer.

The contractor shall neatly saw cut the existing edge of pavement shoulder to remove the crossovers.

The removed materials shall become the property of the contractor and shall be disposed of at a site secured by the contractor.

Method of Measurement:

Remove Detour will be measured on a square yard basis.

Basis of Payment:

The accepted quantity of this item, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for the work complete in place including excavation, backfill, and grading.

No additional payment will be made for removal and proper disposal of curb, gutter, and concrete apron, the cost being paid for under the respective bid items.

ITEM 2020155 – REMOVE (SIGNS):

Description:

The work under this item shall include removal of existing sign panels, sign bases, signposts, and sign foundations within the project limits as shown on the project plans or as directed by the Engineer.

Construction Requirements:

The contractor shall be responsible for removing the identified existing sign panels, sign bases, signposts and sign foundations. This includes, but is not limited to, the nuts,

washers, bolts or claps, posts, bases and foundations. All removed items shall become the property of the contractor unless otherwise specified on the project plans.

The removal work shall be in accordance with the applicable requirements specified in Section 202 of the specifications.

Method of Measurement:

Removal of signs will be measured by each sign assembly removed regardless of the number of sign panels, signposts or sign foundations.

Basis of Payment:

The accepted quantity of this item, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work complete in place including disposal of sign bases, signposts, and sign foundations.

ITEM 2020401 – REMOVE AND RESET (METAL SAFETY END SECTION)(18”):

Description:

The work under this item shall consist of removing, salvaging and re-installing the existing metal safety end section in accordance with the project plans and the requirements of the specifications.

Construction Requirements:

The contractor shall remove the existing metal safety end section and connection hardware and document the existing condition via photos submitted to the Engineer. The contractor shall store the metal safety end section and hardware until the new drainage system is installed. If the metal safety end section or hardware are damaged during removal, storage or re-installation, the contractor shall replace the metal safety end section or hardware with a new metal safety end section or hardware at no additional cost to the Department.

The metal safety end section shall be cleaned of all earth and other materials prior to being re-installed.

The removal of the existing pipe and the new pipe will be paid for under the respective bid items.

Excavation and backfill shall be performed in accordance with the requirements of Subsection 203-5 of the specifications.

Method of Measurement:

Removing and resetting the metal safety end section will be measured by each metal safety end section removed and re-installed in accordance with the project plans.

Basis of Payment:

The accepted quantity of this item, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work complete in place including excavation, backfill and grading.

SECTION 203 EARTHWORK:

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

All subgrade material shall fall within the acceptable range as shown in the Subgrade Acceptance Chart included in Appendix A of these Special Provisions.

203-3.03(C) Blasting: of the Standard Specifications is hereby deleted.

(203STRBKFL, 10/21/21)

SECTION 203 EARTHWORK:

203-5.03(B)(1) Structure Backfill: the first paragraph of the Standard Specifications is revised to read:

Structure backfill material shall be selected from excavation or from a source selected by the contractor. It shall not contain frozen lumps, chunks of clay, or other objectionable material. Backfill material shall not contain salvaged asphaltic concrete materials. Backfill material to be used for metal piles or similar items of metal shall have a value of resistivity not less than 2,000 ohm-centimeters or the value shown on the plans. Backfill material shall have a pH value between 6.0 and 10.0, inclusive, when placed against metal installations, except aluminum. Backfill material shall have a pH value between 6.0 and 9.0, inclusive, when placed against aluminum installations. Backfill material shall have a pH value between 6.0 and 12.0, inclusive, when placed against installations other than metal. Tests for pH and resistivity shall be in accordance with the requirements of Arizona Test Method 236.

(203ERWK, 07/16/20)

SECTION 203 EARTHWORK:

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

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

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

where:

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

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

(303QCAB, 07/15/05)

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES: of the Standard Specifications is modified to add:

303-3.04 Contractor Quality Control:

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

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

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

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

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

<table>
<tr><th colspan="4">CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS</th></tr>
<tr><th>TYPE OF TEST</th><th>TEST METHOD</th><th>SAMPLING POINT</th><th>MINIMUM TESTING FREQUENCY</th></tr>
<tr><td colspan="4">Aggregate Base Class 1, 2, or 3</td></tr>
<tr><td>Fractured Coarse Aggregate Particles</td><td>ARIZ 212</td><td>Crusher belt or Stockpile</td><td>1 per 1,200 CY</td></tr>
<tr><td>Gradation</td><td>ARIZ 201</td><td rowspan="2">Crusher belt or Stockpile</td><td rowspan="2">1 per 600 CY</td></tr>
<tr><td>PI</td><td>AASHTO T 89
AASHTO T 90</td></tr>
</table>

Proctor Density	ARIZ 225 ARIZ 226 ARIZ 245	Crusher belt or Stockpile	1 per Source and as needed
Field Density	ARIZ 227 ARIZ 230 ARIZ 232 ARIZ 235 ARIZ 246	Roadway	1 per 600 CY
Aggregate Subbase Class 4, 5, or 6			
Fractured Coarse Aggregate Particles (Class 4)	ARIZ 212	Crusher Belt or Stockpile	1 per 1,200 CY
Gradation	ARIZ 201	Crusher Belt or Stockpile	1 per 600 CY
PI	AASHTO T89 AASHTO T90		
Proctor Density	ARIZ 225 ARIZ 226 ARIZ 245	Crusher belt or Stockpile	1 per Source and as needed
Field Density	ARIZ 227 ARIZ 230 ARIZ 232 ARIZ 235 ARIZ 246	Roadway	1 per 600 CY

(404BITUM, 08/18/22)

SECTION 404 BITUMINOUS TREATMENTS:

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

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

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

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

404-2.02 Aggregate Materials:

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

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

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

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

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

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

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

Aggregate for cover material shall be clean gravel or crushed rock, shall be free of clay, and shall not contain calcium carbonate, caliche, synthetic materials, organic matter, or foreign substances. Cover material shall not be obtained from sweepings of previously applied cover material.
The gradation shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

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

Cover material shall meet the following requirements:

Aggregate Characteristics	Test Method	Requirement
Abrasion	AASHTO T 96	100 Rev., Max 9% 500 Rev., Max 40%
Carbonates	Arizona Test Method 238	Maximum 20%
Fractured Coarse Aggregate Particles	Arizona Test Method 212	Minimum 75% one fractured face, determined on plus No. 8 material
Flakiness Index	Arizona Test Method 233	Maximum 20%
Bulk Oven Dry Specific Gravity	Arizona Test Method 210	2.350 – 2.850
Water Absorption	Arizona Test Method 210	0.0 – 2.5%

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

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

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

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

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

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

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

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

404-3 Construction Requirements:

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

(A) General:

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

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

(B) Prime Coat:

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

(C) Fog Coat:

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

(D) Chip Seal:

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

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

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

404-3.02 Equipment:

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

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

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

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

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

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

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

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

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

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

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

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

The surface to be treated shall be thoroughly cleaned prior to applying bituminous material. Man holes, utility covers, and catch basins shall be protected prior to and during application

of bituminous material. Self-propelled rotary power brooms, pickup brooms, and hand brooms shall be used immediately in advance of applying the bituminous material.

When a bituminous treatment is to be applied to an existing aggregate surface, the surface shall be uniformly smooth, firm and reasonably true to grades and cross sections as shown on the project plans, and shall be so maintained throughout the placing of the bituminous treatment. In no event shall a bituminous treatment be placed on a soft, uneven base. All holes, depressions or irregularities shall be repaired. All loose and unsuitable material shall be removed and replaced by suitable material, which shall be compacted to produce a dense uniform surface conforming to the adjacent area.

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

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

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

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

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

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

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

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

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

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

The approximate application rate of blotter material, when required as a part of a bituminous treatment, shall be as specified in Subsection 404-2.03 of the specifications; however, the

Engineer will specify the exact rate to be applied based on the characteristics of the bituminous treated surface. The specified application rates are based on the wet weight of material.

Blotter material, at the time of spreading, shall be wet but free from running water. Blotter material shall be spread uniformly to the treated surface in one or more applications for a total application rate as specified. Blotter material shall be applied at a time acceptable to the Engineer and before opening to traffic.

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

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

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

(A) General:

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

Longitudinal joints shall be overlapped between 2 to 6 inches.

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

(B) Chip Seal:

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

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

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

404-3.08 Opening to Traffic:

In the construction or application of bituminous treatments, no traffic or equipment will be permitted on the treated roadway surface until it has been established to the satisfaction of

the Engineer that the treated roadway surface will not be damaged or marred under the action of traffic. No traffic of any description shall be allowed on any bituminous treatment until approved by the Engineer.

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

404-4 Bituminous Surface Treatment:

404-4.01 Prime Coat:

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

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

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

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

404-4.02 Tack Coat:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between each layer of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of Bituminous Material	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment Factor
	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	
Emulsified Asphalt (Special Type) – See Note (1) Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other	0.08	0.08	1.0

than Special Type)			
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: (1) Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

The Engineer may adjust the application rate.

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

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. All traffic on a tack coat surface shall be minimized to the greatest extent possible. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4.03 Fog Coat:

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

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

404-4.04 Chip Seal Coat:

(A) General:

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

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

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

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

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

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

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

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

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

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

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

(a) Sand Patch tests performed in accordance with *STP762 Pavement Surface Characteristics and Materials;* Haydon, C.E. (ASTM, 1982),

(b) Appendix B of Chip Seal Guide for Application and Construction; Pavement Preservation Committee of the Arizona Chapter of The Associated General Contractors (AGC-Arizona Chapter, 2013),

(c) Arizona Test Method 742 for mean macrotexture.

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

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

(B) Pre-Activity Walkthrough:

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

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

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

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

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

(C) Chip Seal Test Strip:

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

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

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

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

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

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

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

(D) Application of Bituminous Material for Chip Seal:

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

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

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

(E) Application of Cover Material:

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

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

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

(F) Rolling Cover Material:

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

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

(G) Removal of Loose Cover Material:

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

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

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

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

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

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

(H) Minimum Traffic-Free Period:

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

(I) Fog Coat on New Chip Seals:

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

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

(J) Contractor Quality Control:

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

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

The initial condition of equipment, materials, and the project and pavement surface conditions shall be documented. The performance and results of the test strip shall be documented. Observations of monitoring activities and quantification of application rates during the test strip and production shall be documented no less frequently than every other placement run.

The cause for any adjustments, including quantifying tests performed, the adjustments made, and the result of such adjustments with regard to acceptability and performance of the chip seal coat shall be documented.

404-5 **Tack Coat:** of the Standard Specifications is hereby deleted.

404-6 **Fog Coat:** of the Standard Specifications is hereby deleted.

404-7 **Chip Seal Coat:** of the Standard Specifications is hereby deleted.

404-8 **Method of Measurement:** the fourth paragraph of the Standard Specifications is revised to read:

The contractor shall be responsible to determine the amount of cover material that will be required to complete the work from the source(s) from which the cover material is obtained.

404-8 **Method of Measurement:** the sixth paragraph of the Standard Specifications is revised to read:

Measurement for payment will be made only for the quantity of bituminous material and for the quantity of aggregate material used in accordance with the requirements of the specifications.

404-9 **Basis of Payment:** of the Standard Specifications is revised to read:

The accepted quantities of the work under this section, complete in place, measured as provided above, will be paid for at the contract unit price as designated in the bidding schedule, except the contract unit price for the quantities of bituminous material will be adjusted on the basis of the test results in accordance with the requirements of Section 1005 of the specifications.

No measurement or direct payment will be made for precoating the cover material, material for precoating, rolling and removal of loose cover material, and removal of loose blotter material.

The contract unit price for each item of bituminous material except tack coat will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required.

The unit price for bituminous tack coat is deemed to be the cost to furnish, transport, and store asphalt cement or emulsified asphalt at the project location. Payment for bituminous

tack coat will be made at the unit price multiplied by the respective payment factor listed under Subsection 404-4.02 of the specifications, and adjusted to the nearest dollar.

Unless otherwise specified, the accepted quantity of bituminous tack coat, measured as provided above, will be paid at the contract unit price per ton adjusted as provided above which price shall be full compensation for furnishing, transporting, and storing the exact type, grade or designation of bituminous tack coat specified by the Engineer.

Unless otherwise specified, the accepted quantity of time to apply bituminous tack coat, measured as provided above, will be paid for at the contract unit price per hour which payment shall be full compensation for applying bituminous tack coat.

The bidding schedule quantity for tack coat is based on an estimated application rate of 0.06 gallons per square yard for each application shown on the project plans.

The unit price of bituminous material will be adjusted in accordance with the requirements of Subsection 109.16 of the specifications based on the "initial cost" of bituminous material between the date of bid opening and the date that the material is used on the project.

No measurement or direct payment will be made for furnishing, applying and removing blotter material, furnished in conjunction with the application of a prime coat.

No measurement or direct payment will be made for the maintenance or repair of a prime coat surface.

(409AGGR, 03/16/23)

SECTION 409 ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL): the title of the Standard Specifications is revised to read:

SECTION 409 ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL-SPECIAL MIX):

409-1 Description: the first paragraph of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural-Special Mix), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, reclaimed asphalt pavement (RAP) if used, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the details shown on the project plans and the requirements of the specifications, and as directed by the Engineer.

409-2 Materials: of the Standard Specifications is modified to add:

The bidding schedule quantity of asphaltic concrete is based on an estimated unit weight of 155 pounds per cubic foot.

409-2.01 Mineral Aggregate: of the Standard Specifications is revised to read:

Mineral aggregate shall conform to the following requirements when tested in accordance with the applicable test methods.

Mineral Aggregate Characteristics	Test Method	Requirement
Combined Bulk Oven Dry Specific Gravity	Arizona Test Method 251	2.350 - 2.850
Combined Water Absorption	Arizona Test Method 251	0 - 2.5%
Abrasion	AASHTO T 96	100 Rev., Max 9% 500 Rev., Max 40%
Sand Equivalent	AASHTO T 176 (After thoroughly sieving the sample, no additional cleaning of the fines from the plus No. 4 material is required.)	Minimum 55
Fractured Coarse Aggregate Particles	Arizona Test Method 212	Minimum 85% with at least two fractured faces and minimum 92% with at least one fractured face (plus No. 4 material)
Uncompacted Void Content	Arizona Test Method 247	Minimum 45.0%
Carbonates (1)	Arizona Test Method 238	Maximum 20%

(1): Testing for carbonates only applies if either of the following conditions exist:

(a) The asphaltic concrete is the designed final pavement surface normally used by traffic.

(b) The asphaltic concrete, temporary or otherwise, will be subject to traffic for more than 60 days.

The gradation will be determined in accordance with Arizona Test Method 201, and shall conform to the requirements given below.

Mix Design Grading Limits		
Sieve Size	Percent Passing	
	Without Admix.	With Admix.
1 Inch	100	100

3/4 Inch	90 – 100	90 - 100
3/8 Inch	62 – 77	62 - 77
No. 8	37 – 46	38 - 47
No. 40	10 – 18	11 - 19
No. 200	1.5 - 4.5	2.5 – 6.0

Fine mineral aggregate shall be obtained from crushed gravel or crushed rock. All uncrushed material passing the No. 4 sieve shall be removed prior to the crushing, screening, and washing operations necessary to produce the specified gradation. The contractor shall notify the Engineer a minimum of 48 hours in advance of crushing the material to be used as mineral aggregate, so all crushing operations can be inspected. Existing stockpile material which has not been inspected during crushing will not be permitted for use unless the contractor is able to document to the Engineer's satisfaction that the mineral aggregate has been crushed. Any material inspected by the Department as crushed material for the project shall be separated from the contractor's other stockpiles and reserved for use throughout the project duration.

The contractor may blend uncrushed fine aggregate up to a maximum of 15 percent of the total aggregate, provided that the composite of uncrushed fine aggregate and crushed fine aggregate meets the requirement for uncompacted void content. The uncrushed fine aggregate shall be 100 percent passing the 1/4 inch and not contain more than 4.0 percent passing the No. 200 sieve. Should the contractor modify the method of producing either the uncrushed or crushed fine aggregate, the Engineer shall be immediately notified and the materials sampled and tested for determination of uncompacted void content.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005 of the specifications. The type of asphalt binder shall be PG 64-28.

409-2.03 Mineral Admixture: the second paragraph of the Standard Specifications is revised to read:

The mineral admixture content shall be 2.0 percent, by weight, of the mineral aggregate. However, a minimum of 1.0 percent mineral admixture may be used if the contractor submits test information showing a lowered percentage of mineral admixture produces mix design results for Index of Retained Strength of at least 60 percent (70 percent if the average elevation of the project is above 3,500 feet) and a Minimum Wet Strength of 150 psi when tested in accordance with Arizona Test Method 802.

409-2.04 Mix Design: the third, fourth, and fifth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. Reclaimed asphalt pavement (RAP) may be used in the mixture if properly designed per

Arizona Test Method 833; however, RAP will not be allowed in the mixture when asphalt cement type PG 76-22 TR+ or PG 70-22 TR+ is specified in Subsection 409-2.02 of the specifications. Limits for the usage of RAP shall be in accordance with ADOT Materials Practice and Procedure Directive No. 20, "Guidance on the Use of Reclaimed Asphalt Pavement (RAP) in Asphaltic Concrete". The mix design engineer shall meet the requirements given in ADOT Materials Practice and Procedure Directive No. 4, "Asphaltic Concrete Mix Design Proposals and Submittals". The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of ADOT Materials Practice and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

If approved by the Engineer, as an alternative to meeting the mix design requirements specified herein, a mix design meeting the requirements of the specifications for a Section 416 Asphaltic Concrete (End Product) (3/4 inch Special Mix), Section 417 Asphaltic Concrete (SHRP) (End Product (1/2 inch Mix), or Section 417 Asphaltic Concrete (SHRP) (End Product) (3/4 inch Mix) may be substituted for use. The type of asphalt binder used in the alternative mix design must be the same as that specified in Subsection 409-2.02 of the specifications. The alternative mix design may include reclaimed asphalt pavement (RAP) if properly designed per Arizona Test Method 833. If a mix design meeting the requirements of Section 417 is used, the number of gyrations for N-design used in the alternative mix design must be at least that which would be specified at the location where the Asphaltic Concrete (Miscellaneous Structural-Special Mix) is to be placed. The lift thickness for the alternative mix design shall conform to the following table.

Alternative Mix Design	Minimum Lift Thickness
Section 416 (3/4 inch Special Mix)	2 inches
Section 417 (1/2 inch mix)	2 inches
Section 417 (3/4 inch mix)	2-1/2 inches

409-2.04 **Mix Design:** the last three paragraphs of the Standard Specifications are revised to read:

A copy of the mix design and representative samples of the mineral aggregate, mineral admixture, and asphalt cement used in the mix design shall be submitted to the Engineer for calibration of the ignition furnace, and for the determination of sand equivalent, fractured coarse aggregate particles, and uncompacted void content. The Engineer shall witness the sampling of the mineral aggregate. The mix design and samples shall be submitted to the Engineer at least five working days prior to the start of asphaltic concrete production.

The sand equivalent, fractured coarse aggregate particles, and uncompacted void content shall meet the requirements specified in Subsection 409-2.01 of the specifications. Additional testing of the uncrushed and crushed fine aggregate for uncompacted void content will be required if the method of producing either fine aggregate is modified.

If the mineral aggregate fails to meet the requirements specified herein, asphaltic concrete production shall not commence, and the contractor shall either submit a revised mix design which is representative of the materials produced or correct the deficiencies in the aggregate stockpiles.

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	15.0 – 18.0	(See Note)
2. Effective Voids: %, Range	5.3 – 5.7	(See Note)
3. Absorbed Asphalt: %, Range	0 – 1.0	(See Note)
Note: For mixes without RAP, Arizona Test Method 815. For mixes with RAP, Arizona Test Method 833.		

The contractor may make self-directed target changes to the approved mix design within the limits shown below. Requests for self-directed target value changes shall be made in writing and acknowledged by the Engineer prior to start of production. Self-directed target changes shall meet contract requirements for mix design criteria and grading limits.

MEASURED CHARACTERISTICS	ALLOWABLE SELF-DIRECTED TARGET VALUE CHANGES
Gradation (sieve size):	
3/8 inch	±4% from mix design target value
No. 8	±4% from mix design target value
No. 40	±2% from mix design target value
No. 200	±0.5% from mix design target value
Asphalt Cement Content	+0.2% from mix design target value
Effective Voids	None

The contractor may propose target value changes to the approved mix design for the Engineer's approval. The Engineer will determine if the proposed target value change will result in mix production that meets the contract requirements for mix design criteria and grading limits. For acceptance purposes, target value changes will not be retroactive.

In no case shall the approval of mix design changes relieve the contractor of the responsibility for the results obtained by the use of such approved changes.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:

Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The contractor shall perform sufficient testing to assure that mineral aggregate and asphaltic concrete are produced which meet all specified requirements.

For acceptance purposes, samples of the asphaltic concrete shall be taken by the contractor, under the observation of the Engineer, at random locations designated by the Engineer. A minimum of one sample shall be taken for each 500 tons of asphaltic concrete. Samples shall be taken in accordance with the requirements of Section 2 or Section 3 of Arizona Test Method 104. The Engineer will immediately take custody of the samples. The material will be tested by the Engineer for the following properties:

Test Property	Test Method
Asphalt Cement Content	Arizona Test Method 427 (428 for RAP mixes) (See Note)
Gradation	
Marshall Density	Arizona Test Method 410
Maximum Theoretical Density	Arizona Test Method 417
Effective Voids	Arizona Test Method 424
Note: A new calibration of the ignition furnace shall be performed for each mix design, and at any other time the Engineer directs.	

409-3.01 General: the fourth paragraph of the Standard Specifications is hereby deleted:

409-3.03 Acceptance: of the Standard Specifications is revised to read:

Asphaltic concrete will be accepted complete in place unless the result of any test varies from the contractor's mix design target value (TV) as follows:

Test Property	Allowable Variation from Target Value	
Gradation (Sieve sizes)		
3/8 inch	TV –10.0	TV + 10.0
No. 8	TV – 8.0	TV + 8.0
No. 40	TV – 6.0	TV + 6.0
No. 200	TV – 2.5	TV + 2.5
Asphalt Cement Content	TV – 0.60	TV + 0.70
Effective Voids	TV –2.5	TV + 2.0

Within 15 days after receiving notice of any failing test result(s), the contractor may submit a written proposal to accept the material represented by the failing test result(s), in place, at a reduction in cost. If the failing test result(s) are only on asphalt cement content and/or effective voids, the reduction in cost will be $5.00 per ton. If the failing test result(s) are only on gradation, the reduction in cost will be $3.00 per ton. If the failing test result(s) are on asphalt cement content and/or effective voids, and also on gradation, the reduction in cost will be $5.00 per ton. The proposal shall contain an engineering analysis of the anticipated performance of the asphaltic concrete if left in place. The engineering analysis shall also detail any proposed corrective action, and the anticipated effect of such corrective action on the performance. The engineering analysis shall be performed by an independent professional engineer, who is not an employee of the contractor or materials supplier,

experienced in asphaltic concrete testing and the development of asphaltic concrete mix designs.

Within three working days, the Engineer will determine whether or not to accept the contractor's proposal. If the proposal is accepted, the asphaltic concrete shall remain in place, at a reduction in cost per ton, as described above, and any necessary corrective action shall be performed at no additional cost to the Department. If the proposal is not accepted, the asphaltic concrete shall be removed at no additional cost to the Department and replaced with asphaltic concrete meeting the requirements of these specifications.

The contractor may request that a sample with a failing test result(s) on gradation and/or asphalt cement content be allowed to remain in place without the completion of an engineering analysis if the application of a self-directed target value change as outlined in Section 409-2.04 would have brought the failing test result(s) to within the specified tolerances. This proposal must be made to the Engineer in writing with justification. Once accepted, the material will be allowed to remain in place at the maximum negative pay factor(s). Maximum negative are defined as a minus $3.00 per ton for mixture properties lots in reject for gradation only, minus $5.00 per ton for mixture properties lots in reject for asphalt cement content and/or effective voids only, and minus $5.00 per ton for mixture properties lots in reject for asphalt cement content and/or effective voids and also gradation.

If the asphaltic concrete, represented by failing test results, is used as temporary pavement which will be removed prior to, or after, the completion of construction, the Engineer reserves the right to waive the engineering analysis and accept the material in place, at a cost reduction described above, provided the temporary pavement maintains the functionality of the intended use for the duration of the project.

(411ACFMS, 01/26/16)

SECTION 411 ASPHALTIC CONCRETE FRICTION COURSE (MISCELLANEOUS):

411-2 Materials: of the Standard Specifications is modified to add:

For comparative purposes, quantities shown in the bidding schedule have been calculated based on the following data:

Spread Rate (lb./ sq. yd.)	64
Asphalt Cement, %	6.0
Mineral Admixture, %	1.0

The spread rate specified above includes 25 percent for leveling to provide a minimum 1/2-inch thickness above the leveling thickness. The exact spread rate will be determined by the Engineer.

411-2.03 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005 of the specifications. The type of asphalt binder shall be PG 64-28.

(501PIPE, 01/20/22)

SECTION 501 PIPE CULVERTS AND STORM DRAINS:

501-3.02(A)(1) GENERAL: the last paragraph of the Standard Specifications is revised to read:

Bedding material for all metal pipe shall have a value of resistivity not less than 2,000 ohm-centimeters unless otherwise specified or approved by the Engineer. Bedding material shall have a pH value between 6.0 and 10.0, inclusive, for all metal pipe installations except aluminum. Bedding material for aluminum pipe installations shall have a pH value between 6.0 and 9.0, inclusive. Bedding material shall have a pH value between 6.0 and 12.0, inclusive, for all concrete or plastic pipe installations. Tests for pH and resistivity shall be in accordance with the requirements of Arizona Test Method 236.

(601SFDECK, 03/15/18)

ITEM 6010102 – SILICA FUME CONCRETE FOR BRIDGE DECKS

1.0 Description:

The work under this item shall consist of furnishing all materials and constructing bridge decks using silica fume concrete to the dimensions shown on the project plans and to the lines and grades established by the Engineer and in accordance with the requirements of the specifications. The work under this item shall also include a field demonstration prior to placement of the bridge deck.

The use of a previously approved mix design will be permitted provided the most recent approval and mix history is within the previous two years and all components of the mixture have not changed. Submittals for mix designs and mix history are reviewed by the Construction & Materials Group for preapproval.

For new silica fume mix designs, the contractor shall submit the name and contact information of the silica fume concrete supplier to the Engineer, within 15 days after contract execution. A minimum of 90 days should be allocated for development, testing, review, and approval of new silica fume concrete mix designs.

No demolition work shall begin until a silica fume concrete mix design has been approved by the Engineer.

2.0 Materials:

All materials and work performed shall be in accordance with Sections 601 and 1006 of the specifications unless otherwise noted herein.

Silica fume concrete shall consist of a mixture of hydraulic cement, fly ash, silica fume, fine aggregate, coarse aggregate, and water. It may also contain air-entraining admixtures, chemical admixtures, and fiber reinforcement.

2.01 Hydraulic Cement:

Hydraulic cement shall conform to the requirements of Section 1006 of the specifications, except Type III shall not be used.

2.02 Water:

The water shall conform to the requirements of Section 1006 of the specifications.

2.03 Aggregates:

The coarse aggregate and fine aggregate shall conform to the requirements of Section 1006 of the specifications.

2.04 Chemical and Air-Entraining Admixtures:

Chemical and air-entraining admixtures shall conform to the requirements of Section 1006 of the specifications.

2.05 Supplementary Cementitious Materials:

Fly ash and natural pozzolan shall conform to the requirements of Section 1006 of the specifications except only fly ash and natural pozzolan conforming to the requirements of ASTM C618 for Class F mineral admixture shall be permitted.

Silica fume shall conform to the requirements of ASTM C1240. Only densified silica fume shall be permitted. Interground silica fume with cement will not be acceptable. Silica fume in bulk or bagged form shall be kept dry.

2.06 Fiber Additive:

Only fiber additives meeting the requirements herein that are on the Department's Approved Products List (APL) shall be used. Copies of the most current version of the APL are available on the internet from the ADOT Research Center through its Product Evaluation Program.

Fiber additive shall conform to the requirements of ASTM C1116 and ASTM D7508. Fiber additive shall be polymeric, made from 100 percent virgin materials, non-corrosive, non-magnetic, and 100 percent alkali free.

The specific type, size, and quantity of fiber shall be determined by the mix designer.

For silica fume concrete placed for a bridge deck or an overlay, micro fiber additive may be used for plastic shrinkage control, subject to approval by the Engineer.

For silica fume concrete placed as an overlay, macro fiber additive shall have a length of 1.5 inches or longer and have a configuration that allows for maximum bond and dispersion in the concrete. A minimum of 5 pounds of fiber per cubic yard of concrete shall be added at the plant during concrete batching.

3.0 Design of Silica Fume Concrete Mixtures:

3.01 Design Criteria:

Silica fume concrete shall conform to the requirements specified in Table 1 and be proportioned in accordance with Section 4.2.3 of ACI 301 to minimize shrinkage.

TABLE 1
Silica Fume Concrete Mix Design Requirements

Minimum 28 Day Compressive Strength Required = 4,500 psi			
Material/Property	Min.	Max.	Unit
Cementitious Material (see Note 1)	595	705	Lbs/CY
Hydraulic Cement	450	495	Lbs/CY
Fly Ash	120	175	Lbs/CY
Fly Ash (by weight of Cementitious Material)	20	25	Percent
Silica Fume (by weight of Cementitious Material)	4		Percent
Water	235	315	Lbs/CY
Water/Cementitious Materials Ratio	0.40	0.45	
Coarse and Fine Aggregates (see Note 2)			
Water Reducers (see Note 3)			
Air-Entraining Admixture (see Note 3)			
Air Content (see Note 4)	4.5	7.5	Percent
Slump (see Note 5 and 1006-4.04)			
Macro Fiber Additive for Overlays (Note 6)	5		Lbs/CY

Note 1: The maximum quantity of cementitious material (Portland cement, fly ash, silica fume) permitted in the mix is based on the nominal maximum aggregate size of the aggregate used in the mix and shall be limited by the amounts indicated below:

Nominal Maximum Aggregate Size	Maximum Cementitious Material Content (Lbs/CY)
1”	615
3/4”	660
1/2”	685
3/8”	705

Note 2: The amount of coarse aggregate, the amount of fine aggregate, and the combined aggregate gradation shall be provided by the contractor.
Note 3: The type and amount of chemical and air-entraining admixtures shall be provided by the contractor, subject to approval by the Engineer. The aggregate correction factor shall be included in the mix design for air entrained mixtures.
Note 4: The air content requirements are waived when the concrete is placed at an elevation below 3,000 feet.
Note 5: The proposed slump shall be chosen by the contractor. Concrete at the proposed slump shall be sufficiently workable to allow proper placement without harmful segregation, bleeding, or incomplete consolidation.
Note 6: When silica fume concrete is placed as an overlay, the concrete shall contain macro fibers. Micro fibers may be used for plastic shrinkage control, subject to approval by the Engineer.

The coarse aggregate size designation shall be chosen by the contractor and approved by the Engineer and shall conform to the size designation and grading requirements of AASHTO M 43. Alternatively, if coarseness and workability factors are utilized to minimize paste content, the factors shall be submitted on a chart similar to that provided in Figure 6.1 of ACI 302.1R-04, *Guide for Concrete Floor and Slab Construction*.

In choosing the size designation, the maximum size of coarse aggregate shall not be larger than one fifth of the narrowest dimension between the sides of adjacent forms, or two thirds of the minimum clear spacing between reinforcing bars, or two thirds of the minimum clear spacing between reinforcing bars and the sides of adjacent forms, or one third of the depth of the placement, whichever is least.

3.02 Trial Batch:

Prior to approval of the silica fume concrete mix design the contractor shall perform a laboratory trial batch of the proposed silica fume concrete. A trial batch will not be required for a previously approved mix design prepared within the last two years.

In addition to the requirements in Table 1, trial batches for silica fume concrete shall demonstrate that the properties of the mixture meet the performance criteria shown in Table 2.

TABLE 2
Silica Fume Concrete Properties and Performance Criteria

Concrete Properties	Test Method	Minimum	Maximum
Concrete Temperature, at point of placement	ASTM C1064	50 ºF	90 ºF
Rapid Chloride Permeability (RCP)	ASTM C1202		1,200 coulombs at 56 days

Shrinkage Potential (see Note 1)	ASTM C157		0.04% at 28 days
Note 1: Shrinkage Potential shall be determined in accordance with ASTM C157, however, the conditioning period shall be modified to consist of an initial 7-day wet curing period followed by a 21-day dry curing period.			

3.03 Mix Design and Trial Batch Submittals:

Prior to any silica fume concrete placement, the contractor shall submit to the Engineer for approval either a previously approved mix design or a new mix design. For a new mix design, the submittal shall also include the results of the trial batch(s). A minimum of 90 days should be allocated for development, testing, review, and approval of new silica fume concrete mix designs.

The mix design shall be submitted with the following test data and information which may be included in, or be in addition to, the requirements of Subsection 1006-3.02 of the specifications, demonstrating the properties of the silica fume concrete mix:

a) Design strength
b) Water/cementitious material ratio
c) Fiber type and content
d) Paste content
e) Slump range
f) Target air content
g) Air content of mortar phase
h) Aggregate correction factor for air entrained mixtures
i) Maximum rapid chloride permeability
j) Maximum shrinkage potential

Additionally, the submittal shall provide the mix history or test results of the trial batch specimens for the following:

a) 28-day and 56-day compressive strength
b) Slump
c) Air content
d) Concrete temperature
e) Rapid chloride permeability (RCP), determined in accordance with the requirement of ASTM C1202 / AASHTO T 277
f) Shrinkage potential, determined in accordance with the requirements of ASTM C157, the conditioning period, however, shall be modified to consist of an initial 7-day wet curing period followed by a 21-day dry curing period. The shrinkage potential shall not exceed 0.04 percent or less at 28 days

4.0 Mixing:

The concrete batch shall be mixed in accordance with the requirements of Section 1006 of the specifications. If the concrete contains fiber additives, the concrete shall be monitored to ensure it is thoroughly mixed.

The minimum and maximum allowable air content and slump at point of placement shall be as defined in Table 1. When slump maintenance or adjustment are needed for concrete delivered in truck mixers at the maximum water/cementitious ratio, it shall be accomplished only by the adjustment of water reducers, conforming to the requirements of ASTM C494. Unless otherwise recommended by the product manufacturer, additions of water reducer or air-entraining admixture shall be mixed by 30 revolutions of the drum at mixing speed after the admixture has been added, prior to discharge of any concrete for placement.

Any water necessary to clean fins or the chute after the addition of admixtures will not be allowed unless such water is accounted for on the mix delivery ticket and does not exceed the total quantity of water indicated on the approved mix design. Any additional admixtures, water to clean fins or chute, and mixing revolutions shall be recorded on the delivery ticket as specified in Subsection 1006-4.01 of the specifications.

Dissolvable bags used to introduce silica fume or fibers into the mix shall become fully dissolved during mixing and shall not adversely affect the properties of the concrete. If bag fragments are observed during discharge, the batch will not be accepted.

5.0 Submittals:

The contractor shall provide the following submittals for approval as described below:

(a) Mix Design – The contractor should allow a minimum of 90 days for completion and approval of a new mix design. See Subsection 3 for mix design requirements. An approved mix design is required prior to any silica fume concrete placement.

(b) Field Demonstration Report – The contractor shall submit the Field Demonstration Report to the Engineer following the Field Demonstration in accordance with Subsection 6.02.

(c) Evaporation Mitigation and Concrete Protection Plan – The contractor shall submit the Evaporation Mitigation and Concrete Protection Plan at the Pre-Placement Meeting in accordance with Subsection 6.03. See Subsection 7 for requirements of the plan.

(d) Concrete Curing Plan – The contractor shall submit the Concrete Curing Plan at the Pre-Placement Meeting in accordance with Subsection 6.03. See Subsection 9 for curing requirements.

(e) Concrete Placement Plan – The contractor shall submit a Concrete Placement Plan meeting the requirements of Subsection 6.04 to the Engineer at the Pre-Placement Meeting.

(f) Quality Control Submittal – The contractor shall submit a document detailing the quality control organization and staff qualifications at the Preconstruction Conference. This document shall include the name, contact information, and credentials of the quality control technicians and any associated engineering/materials testing firm. See Subsection 11 for additional information.

6.0 Construction Requirements:

The contractor shall coordinate the silica fume concrete construction operations and schedule with the Engineer in accordance with the following.

6.01 Pre-Field Demonstration Meeting:

A silica fume concrete pre-field demonstration meeting shall be held before any silica fume concrete placement. The purpose of the pre-field demonstration meeting is to review silica fume concrete requirements for the project and to discuss the impact of silica fume concrete practices and work on the project with the contractor. This meeting shall include the Engineer and other designated Department personnel, the contractor, subcontractors, quality control staff, quality control manager, suppliers, and other parties who will be responsible for implementing the work in accordance with the project plans and specifications.

At the discretion of the Engineer, provided the contractor has previously demonstrated successful placement and curing of silica fume concrete on a project similar in size and scope, the requirements for a full field demonstration may be reduced to determination of the air content, slump, and temperature of the silica fume concrete before and after pumping. Any reduction in field demonstration requirements will be considered prior to the pre-field demonstration meeting following written request by the contractor.

6.02 Field Demonstration:

The contractor shall, a minimum of 14 days prior to any silica fume concrete placement, perform a field demonstration of the silica fume concrete placement proposed for the bridge deck. The field demonstration shall include the production, transportation, pumping, placement, finishing, and curing of silica fume concrete proposed for the bridge deck. To simulate the job conditions during the actual silica fume concrete placement, all aspects of the work shall be duplicated including batching, transportation, travel conditions, placement, equipment, protection, and curing. During the field demonstration, the anticipated pump configurations shall be established and the effects of such on the properties of the plastic concrete shall be determined by obtaining multiple samples, as deemed necessary by the Engineer. The field demonstration shall be carried out by the same personnel that will be placing the silica fume concrete on-site, and shall use the same equipment to be used on the job. The location of the field demonstration shall be at a location in the proximity of the job site, as approved by the Engineer.

The field demonstration shall consist of at least 20 cubic yards. Any silica fume concrete used to prime the pump shall be wasted. The contractor shall demonstrate proper batching, placement, protection, finishing, and curing of silica fume concrete. The silica fume concrete shall be tested on site for conformance with the slump and air content

requirements at the final point of discharge of the placement. Slump, air, and temperature shall be determined both before and after pumping.

The field demonstration is the responsibility of the contractor. If the Engineer determines that the contractor's silica fume concrete practices in the field demonstration are not acceptable or do not conform to the specifications, the field demonstration shall be repeated until all processes for production, transporting, pumping, placing, finishing, protecting, curing, sampling, and testing of silica fume concrete are acceptable. Repetition of the field demonstrations, as determined necessary by the Engineer, shall be done at no additional cost to the Department.

Concrete placed for the field demonstration shall be removed and disposed of off-site, the cost being included in the bid item unit price.

After the field demonstration, the contractor shall submit a final comprehensive report to the Engineer which describes the outcome of the field demonstration including batching, transporting, pumping, placing, finishing, protecting, curing, sampling, and testing of silica fume concrete. The Engineer must approve the field demonstration before concrete placement can proceed.

6.03 Pre-Placement Meeting

After the field demonstration, and at least seven days prior to any subsequent silica fume concrete placement, the contractor shall meet with the Engineer and at a minimum, the parties listed in Subsection 6.01 to discuss and obtain approval from the Engineer for all issues related to bridge deck construction and the placement of silica fume concrete. These issues include:

a) Batch plant, backup batch plant, batching sequence, and NRMCA/ARPA plant and mixer certificates
b) Concrete truck batch size, delivery details, truck routes, travel times, number of mixers, and backup mixers
c) Aggregate stockpile maintenance and silica fume concrete acceptance criteria
d) Quality assurance and contractor quality control, concrete mix proportions and adjustment, pumping and associated air/slump loss, role of key personnel, and contingency plans
e) Evaporation mitigation, concrete protection plan, contingency plan, and role of key personnel
f) For overlays placed on an existing bridge deck: Surface preparation and application of a bonding agent
g) Concrete placement plan, joint details, and finishers certification
h) Evaporation mitigation and concrete protection plan
i) Concrete curing plan (including name and contact information for the individual(s) charged with performing and monitoring the wet curing process) and curing medium application
j) Flow chart identifying the construction steps that will take place from the time silica fume concrete is batched until it has been completely cured and achieved the specified strength

k) Defined process for corrective actions if silica fume concrete does not meet the requirements of this specification (slump, air, temperature, and permeability if any late additions of water).

6.04 Placing Concrete:

Concrete placement shall be in accordance with Subsection 601-3.03 with the following additional requirements.

(A) General Requirements:

The contractor shall submit a concrete placement plan which includes drawings showing the placement sequence, pump locations, construction joint locations, directions of the concrete placement, and any other pertinent data to the Engineer for approval. The concrete placement plan shall be submitted to the Engineer at the pre-placement meeting.

The placing of silica fume concrete will not be permitted until the Engineer is satisfied with the following:

1) the rate of producing and placing concrete will be sufficient to complete the proposed pour and finishing operations within the scheduled time,

2) sufficient fogging and wind protection is in place,

3) an acceptable evaporation rate on the bridge deck has been confirmed,

4) experienced concrete finishers and all necessary finishing tools and equipment are onsite and in satisfactory condition to finish the deck,

5) sufficient curing compound and curing medium is onsite, and

6) all necessary finishing tools and equipment are at the site and in satisfactory condition for use.

Silica fume concrete shall be placed as a single monolithic layer conforming to the specified depth of the placement unless otherwise approved by the Engineer.

In order to minimize the potential for drying of plastic concrete prior to finishing, the rate of concrete discharge, placement, and finishing shall be maintained so that the concrete deposited on the bridge deck is not more than 20 feet ahead of the finishing machine. Any material drying or stiffening prior to finishing shall be removed and replaced with fresh silica fume concrete at no cost to the Department.

Concrete placement shall be a continuous operation. The forward speed of the finishing machine shall be adjusted to the average progress of production in order that the strike-off operations are as continuous and uninterrupted as possible. If the placement of the concrete is stopped for a period of 30 minutes or more, the contractor shall install a bulkhead, which is transverse to the direction of the placement and at a position where the placement can be finished full-width up to the bulkhead. The bulkhead shall be the full

depth of the placement. The previously placed concrete shall be protected, finished, covered, and cured in accordance with the specifications. Further placement is permitted only after a period of twelve hours unless a gap is left in the lane or strip. The gap shall be of sufficient width for the finishing machine to clear the transverse bulkhead installed where the concrete placement was stopped. The previously poured concrete shall be sawn back from the bulkhead, to a point designated by the Engineer, to straight and vertical edges and shall be water blasted or sandblasted before new concrete is placed. For delays of less than 30 minutes, the end of the placement shall be protected from drying with wet burlap.

As soon as the concrete is placed, mechanical screeding shall take place. Hand finishing with a float may be performed if needed to produce a tight uniform surface at the edges of the finishing machine. When such hand finishing is needed, it shall be kept to a minimum to avoid overworking the surface.

The rate of concrete placement and consolidation shall be such that the formation of cold joints within monolithic sections will not occur. Any portion which displays apparent cold joints will be rejected, unless the contractor, at no additional cost to the Department, submits evidence that indicates that either a cold joint does not exist or that a cold joint is not detrimental. The Engineer will be the sole judge in determining the existence of a cold joint and whether its existence is detrimental.

(B) Evaporation:

The expected evaporation rate shall be determined by referencing the weather forecast provided by the National Oceanic and Atmospheric Administration (NOAA). Consideration shall be given to mix properties for temperature as determined by the field demonstration. No consideration shall be given to the effects of fogging equipment and windscreens. If the potential evaporation rate is 0.20 lbs/sq.ft./hr or greater, silica fume concrete placement shall not commence unless the contractor has fully demonstrated that the proposed combination of fogging equipment and windscreens is adequate to establish an environment on the bridge deck where an acceptable evaporation rate can be maintained.

If the expected evaporation rate is 0.20 lbs/sq.ft./hr or greater, the contractor may request a stop work order be issued until such time that more favorable conditions exist. During this time, the contractor will be allowed access to adjust, improve, and measure the effectiveness of fogging equipment and windscreens.

The contractor may elect to work at night, if approved by the Engineer. If approved, night work shall be performed in accordance with Subsection 108.05 of the specifications.

Silica fume concrete shall not be placed when the air temperature in the shade is above 90 °F. Silica fume concrete shall be placed only when the evaporation rate on the bridge deck, with all evaporation mitigation equipment in place in accordance with Subsection 7.0, does not exceed 0.10 pounds per square foot per hour for the entire duration of the concrete placement. The evaporation rate shall be determined using the following equation:

$$E = (T_c^{2.5} - r \cdot T_a^{2.5})(1 + 0.4V) \times 10^{-6}$$

where:

$E =$ Evaporation rate (lb/ft^2 per hour, hundredth)
$T_C =$ Temperature of evaporating surface (°F, nearest whole number)
$T_a =$ Temperature of air (°F, nearest whole number), measured 4 to 6 ft. above surface on windward side, shielded from sun
$r =$ Relative humidity of air (0 to 100%), in decimal form (nearest hundredth), measured 4 to 6 ft. above the surface on windward side, shielded from sun.
$V =$ Wind velocity (mph, nearest whole number), measured 20 in. above surface

The contractor shall have a calibrated device(s) capable of measuring the above weather parameters to the accuracy indicated. An evaporation nomograph (Appendix X) is provided to aid in determining the rate of evaporation after measuring the air temperature, relative humidity, concrete temperature, and wind velocity at the bridge deck. The evaporation nomograph provides a graphic method of estimating evaporation rate. The actual evaporation rate shall be determined by the equation above.

(C) Deck Surface Preparation for Overlays:

When silica fume concrete is placed as an overlay on an existing bridge deck, the final surface of the prepared concrete deck shall be free from oil, grease, rust, and other foreign material that may reduce the bond of the silica fume concrete to the existing deck slab. These contaminants shall be removed by detergent cleaning, sandblasting, waterblasting, or other removal methods as approved by the Engineer.

Construction equipment shall not be on any portion of the areas being overlaid that have undergone final preparation for placing concrete, unless approved the Engineer. Precautionary measures shall be in place to prevent contamination of the prepared surface. Such contamination would include the dripping of petroleum products and contamination tracked onto the concrete surface by equipment or pedestrians. The contractor shall place a material, such as polyethylene film, on the deck surfaces used by equipment. If the deck surface does become contaminated, the contractor will be required to clean the surface as described herein.

Any area of the final surface of the prepared concrete deck contaminated by any materials detrimental to the overlay bond to the concrete deck that cannot be cleaned shall be removed to such depth as required, at the discretion of the Engineer. Such removal work shall be at no additional cost to the Department.

Exposed reinforcing steel shall be cleaned of rust and corrosive products including oil, dirt, concrete fragments, loose scale and other coating, or any other products which may interfere or adversely inhibit the bond between the existing and new concrete. Exposed reinforcing steel shall be protected from rust or contamination. Rust or contamination which may form on the reinforcing steel following the concrete removal will cause the Engineer to reject the reinforcing steel unless the contractor cleans the steel and removes any trace of rust or contamination products. The cleaning may include sandblasting or shot blasting when necessary, and shall be performed at no additional cost to the Department with no adjustment in contract time or price.

Prior to placement of overlay concrete, existing concrete shall be kept moist for a period of at least 24 hours before receiving fresh concrete. This shall be achieved by thoroughly wetting the surface prior to placement and maintaining it in a continuously moist condition until placement. Any modifications to this requirement to accommodate chemical bonding agent manufacturer recommendations shall be included in the Concrete Placement Plan, and are subject to approval by the Engineer. Acceptable means of maintaining a moist condition are covering the concrete surface with polyethylene sheeting or the use of fog spray or soaker hoses, provided that complete moisture coverage is attained. All freestanding water shall be removed prior to overlay placement. Any standing water in depressions, holes or low areas shall be blown out with compressed air. Any minor accumulation of new corrosion during the moistening period is considered incidental to the soaking process and is not required to be continually re-cleaned.

(D) Bonding Coat for Overlays:

The contractor shall apply a bonding coat to the prepared deck surface in accordance with the manufacturer's recommendations. A chemical bonding agent meeting ASTM C881 for the appropriate type, grade, and class as determined by the Engineer, a polyvinyl acetate chemical bonding agent meeting the requirements of ASTM C1059, Type 1, or a 3-component chemical bonding agent specifically intended for bonding fresh concrete to existing concrete and exposed reinforcing steel surfaces, which contains epoxy and does not create a moisture barrier after it cures, may be used. The chemical bonding agent shall provide sufficient bond meeting the requirements of Subsection 12, have a compressive strength of 4500 psi at 28 days, and have a slant shear bond strength of 1500 psi at 14 days. If the chemical bonding agent requires concrete placement prior to curing, the manufacturer's literature shall indicate that the bonding agent has a minimum open time of 30 minutes at 90 degrees F prior to curing.

The contractor shall provide a Certificate of Compliance for the chemical bonding agent incorporated into the work. If reinforcing steel is exposed, the bonding coat achieved by the chemical bonding agent shall provide corrosion protection.

To avoid compromise of the overlay bond by workers and equipment, application of the bonding agent shall only advance ahead of silica fume concrete placement to the extent necessary. Areas in which the bonding agent has been applied and that are exposed beyond the manufacturer's indicated open time, or that become contaminated, shall be repaired by the contractor at no additional cost to the Department.

7.0 Evaporation Mitigation and Silica Fume Concrete Protection:

Prior to silica fume concrete placement, fogging equipment shall be in place and in good working order. Windscreens shall be used when the fogging equipment alone cannot maintain the specified evaporation rate and the contractor elects to continue silica fume concrete placement.

All concrete surfaces shall be protected from drying from the time concrete is discharged and deposited on the bridge deck until the curing compound, as described in Subsection 9.02(A), is applied to the silica fume concrete surface. These requirements apply to both finished and unfinished concrete.

7.01 Water Fogging:

The area 2 to 3 feet immediately above the silica fume concrete shall be continuously kept in a state of high moisture by applying a fog mist as with the fogging equipment described in Subsection 7.02. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or washing of the surface. Application of a non-atomized spray of water, water by brushes, or any other method will not be permitted.

7.02 Fogging Equipment

Fogging equipment shall consist of a mechanically operated pressurized system using incrementally spaced triple headed nozzles or equivalents. The nozzles shall be pointing horizontally, parallel to the surface of the concrete and at a distance not to exceed 36 inches above the concrete surface.

The fogging equipment shall be mounted such that it is stationary. Each nozzle shall be equipped with an easily accessible control capable of varying the volume of water flow and immediately shutting off the water when in the off position. Hand-held fogging equipment will not be allowed.

7.03 Windscreens:

Windscreens shall be used to reduce the evaporation rate when the fogging equipment alone is not sufficient to maintain the evaporation rate within acceptable limits. Windscreens shall project at least 6 feet above the prepared bridge deck surface. Windscreens may be made of any construction material that provides sufficient strength to resist the force of the wind.

7.04 Evaporation Retarding:

If during finishing an unexpected environmental change or delay occurs, a monomolecular film product that aids in retarding the evaporation may be used prior to finishing with the Engineer’s approval. The monomolecular film shall be applied in accordance with the manufacturer’s recommendations. The evaporation retarder shall be applied in a fine mist using suitable sprayers; it shall not impact the plastic concrete surfaces in a stream.

Concrete surfaces to which an evaporative retardant has been applied shall not be subjected to finishing which mixes the retardant into the plastic concrete. Application of an evaporation retardant shall not delay the placement of curing compound as described in Subsection 9.02(A).

8.0 Finishing Silica Fume Concrete:

8.01 General Requirements:

Delays, such as waiting for concrete surface sheen to disappear, concrete surface strength development, or other reasons, will not be allowed.

After the concrete surface has been brought to its final elevation while the concrete is still in a plastic state, final finishing of the bridge deck shall be accomplished by lightly texturing the concrete surfaces with a burlap drag, or other acceptable medium which, in the opinion of the Engineer, does not excessively displace near surface fibers, if applicable. Concrete protection and curing processes should commence immediately after final finishing and texturing of the concrete surface has been completed.

The deck surface shall be finished to a final surface, free of mortar ridges, hollows, and any other projections. Water shall not be applied to the deck surface at any time during placement or finishing except through fogging in accordance with Subsection 7.01.

Immediately after silica fume concrete is finished, it shall be covered with curing compound as specified in Subsection 9.02(A).

9.0 Curing Silica Fume Concrete:

9.01 General Requirements:

All silica fume concrete shall be cured in strict accordance with Subsection 1006-6(E), however the minimum curing time shall be 14 days. A curing day is defined as a calendar day when the temperature taken in the shade away from artificial heat is above 50 ˚F for at least 19 hours; or if satisfactory provisions are made to maintain the temperature of concrete surfaces above the minimum curing temperature of 40 ˚F for the entire 24 hours.

The contractor shall have submitted a proposed curing plan to the Engineer for review and approval during the pre-placement meeting. The contractor's curing plan shall detail the proposed methods, include proper equipment and material in adequate amounts, describe how the water curing process will be monitored and maintained, and be approved by the Engineer prior to placing silica fume concrete.

Vehicles are not permitted on the concrete until the specified curing time is satisfied and until the concrete has obtained the specified compressive strength when tested in accordance with the requirements of AASHTO T 22 or as approved by the Engineer.

All exposed surfaces of the silica fume concrete shall be kept wet continuously for the entire curing period. Water used for curing that stains or leaves an unsightly residue shall not be used.

9.02 Curing Equipment and Material:

(A) Liquid Membrane Forming Compound

Liquid membrane forming compound shall be in accordance with 1006-2.05.

(B) Liquid Membrane Forming Compound Application:

Liquid membrane forming compound shall be applied in accordance with 1006-6.01(C). Application of the liquid membrane forming compound shall follow immediately behind finishing operations.

(C) Water Curing Medium:

Curing medium shall be capable of temporarily accepting and holding moisture, then gradually releasing that moisture to the concrete surface through contact. Acceptable curing mediums include burlap and burlap/plastic combination. The contractor may propose an alternate curing medium for approval in advance by the Engineer. Earth and sand blankets will not be allowed.

(D) Water Curing Method:

Water curing shall consist of keeping the silica fume concrete surface continuously wet by maintaining a layer(s) of curing medium, as specified in Subsection 9.02(C), in a continuously wet state and in direct contact with the fresh concrete surface for the entire curing period. Application of the curing medium shall begin immediately at such time that placement can be made without marring the surfaces of the concrete.

The curing medium shall be wetted down (without dripping) prior to placement on the concrete surface. Dry curing medium shall not contact the concrete. The curing medium shall be applied manually from the work bridge and shall be carefully placed without marring the surface of the plastic concrete.

Continuous wetting shall be accomplished by supplying water with intermittent flow (directly on a porous type curing medium such as burlap) or through pre-fabricated holes made in burlap/plastic combination sheets.

Regardless of the type of medium used, wet curing shall not be interrupted anytime during the entire curing period. The contractor shall monitor the curing process at a maximum interval of one hour to ensure compliance of the requirements herein.

10.0 Sawed Grooves:

(1) General:

Sawed grooving shall occur after the Engineer has accepted the finished surface and after the concrete curing period has been completed, but before the roadway is opened to traffic. Grooving shall occur prior to the application of any concrete sealer if a sealer is specified in the contract documents. Grooves shall be transverse or longitudinal as shown on the plans.

A self-propelled texturing machine built for grooving of the concrete surfaces shall be used for making the sawed grooves. The saw grooving equipment shall be capable of producing grooves which meet the dimensional requirements specified in Subsection 601-4.01.

Sawed grooves shall terminate at 12 inches ± 3 inches from the face of curbs, bridge rails, or median dividers along each edge of the bridge deck surface. Grooves shall be stopped 9 to 12 inches from any devices installed on the bridge deck, such as scuppers and expansion devices that are perpendicular to the grooves.

For skewed expansion devices on the bridge deck, the direction of the grooves, as specified above, shall not be altered and the grooves shall terminate no closer than 6 inches nor farther than 4 feet from the joint armor. The maximum gap in texturing, from one side to the other of skewed expansion devices shall not exceed 5 feet.

Overlapping of grooves by succeeding passes will not be permitted.

(2) Equipment:

Equipment for grooving shall be as specified in Subsection 601-3.05(D)(2)(c)(2).

(3) Construction:

Grooving shall be accomplished in accordance with Subsection 601-3.05(D)(2)(c)(3).

11.0 Contractor Quality Control:

Contractor quality control shall be performed in accordance with 1006-4.01 with the following additional requirements. Temperature, in accordance with ASTM C 1064, and unit weight, in accordance with ASTM C138, shall be tested once per 40 cubic yards. In addition to the testing frequency requirements in 1006-4.01, gradation and sand equivalent shall also be tested at least once per placement.
As part of the weekly quality control report, the contractor shall provide a placement summary sheet and diagram showing the location of each delivered load of silica fume concrete, and associated quality control test results.

12.0 Acceptance Sampling and Testing:

Acceptance sampling and testing for temperature, slump, air content, and compressive strength shall conform to the requirements of Subsection 1006-7 for Class S concrete, except as modified below.

If testing indicates that a mixer contains concrete with an unacceptable slump or air content, discharge of the concrete from the mixer shall cease and shall not resume until the mix properties have been adjusted, in accordance with the criteria herein, and subsequent testing of concrete discharged away from the bridge deck results in acceptable slump and air content.

For overlays, the bond strength will be determined by the Engineer in accordance with ASTM C882 by compressive strength of slant shear cylinders. Slant shears will be fabricated by the Engineer for each 5,000 square feet of overlay surface area. The required minimum slant shear bond strength is 1,500 psi at 14 days or as indicated on the project plans. Failure to meet the minimum required slant shear bond strength will result in reject of the overlay in accordance with Subsection 106.11.

The Engineer may perform additional concrete testing, sampling, and instrumentation during the production, transportation, and placement of silica fume concrete during the field demonstration and the bridge deck placement. The contractor shall make all necessary provisions to allow for adequate sampling and testing of the silica fume concrete.

Concrete having improper temperature, slump, or air content which is allowed to remain in place, or concrete which has been cured incorrectly, shall be subject to testing for chloride permeability if determined necessary by the Engineer.

Any concrete which fails to meet the chloride permeability requirements shall be removed and replaced at no additional cost to the Department.

13.0 Bridge Deck and Overlay Evaluation and Acceptance:

13.01 General requirements:

At the end of the curing time and after the concrete has attained the specified required compressive strength and curing requirements have been satisfied, the entire bridge deck will be evaluated in accordance with Subsection 13.02. Additionally, overlays will be evaluated in accordance with Subsection 13.03. Placed bridge deck concrete and overlay concrete meeting the requirements herein, or repaired to the satisfaction of the Engineer will be accepted.

13.02 Concrete Cracking Evaluation and Repair:

Within 28 days after each placement, the associated bridge deck will be examined by the Engineer. If the Engineer suspects that other defects exist, more thorough investigation may be required by the Engineer. Any area that displays cracks, or where defects are found, will be marked by the Engineer and shall be repaired or replaced by the contractor as specified herein, or as directed by the Engineer, at no additional cost to the Department.

If the Engineer agrees that the cracks observed may remain in place and be repaired, these cracks shall be filled and sealed as follows:

1. Concrete surfaces shall be sandblasted approximately 1 inch to each side of a cold joint and visible crack to remove laitance.

2. Cold joints and cracks shall be filled completely with an approved low viscosity epoxy or injection type epoxy adhesive appearing on the Department's Approved Products List and in accordance with the manufacturer's recommendations. The contractor shall take adequate precautions to prevent the epoxy from being spilled on the deck. The contractor shall remove all epoxy spills on the deck at no additional cost to the Department.

The contractor shall submit a repair plan which includes proposed materials, application, and related issues to the Engineer for review and approval. The Engineer shall have sole discretion in determining the extent of cracking that will require repair or if cracked areas should be removed and replaced; either shall be completed at no additional cost to the Department.

13.03 Overlay Evaluation:

The entire overlay surface shall be tested in accordance with the requirements of the chain drag procedure in ASTM D4580 to test for bond uniformity and the existence of any delamination between the newly placed concrete overlay and the existing bridge deck concrete. A report presenting the procedure, the equipment, and the results of the drag tests in accordance with ASTM D4580 shall be submitted to the Engineer for approval.

Overlay concrete in unbonded areas, as tested above, or in areas where slant shear bond strength did not meet strength requirements shall be removed and replaced at no additional cost to the Department.
For informational purposes, the contractor shall determine the pull out bond strength between the overlay and the existing concrete in accordance with the requirements of ASTM C1583. The test locations will be selected by the Engineer. A pull out bond strength test (an average of three pull out tests) shall be performed for each 5,000 square feet of the entire overlay surface area.

The pull out bond strength measured when the failure plane takes place at the interface between the existing base concrete and the overlay shall represent the bond strength. The desired pull out bond strength is a minimum of 300 psi at 28 days.

If the failure plane occurs within the existing bridge deck base concrete, the test will be considered satisfactory.

When the failure plane of the bond strength pull out test is within the concrete overlay itself or at the interface between the overlay and the test disk, the test result shall be discarded and a new test shall be performed at another location.

All costs related to the pull out bond testing shall be borne by the contractor. Concrete areas where bond testing was performed shall be repaired using an epoxy resin grout patch material approved by the Engineer and on the latest ADOT Approved Products List.

14.0 Opening to Traffic:

If the contractor desires to resume work on the bridge deck after concrete placement but prior to 28 days, adequate early age strength shall be verified either by means of the maturity method in accordance with Subsection 1006-7.02, or by additional concrete cylinder specimens, both of which being the responsibility of the contractor.

No traffic (construction or non-construction) shall be allowed on the bridge deck before the end of the curing period. The bridge deck may be opened to traffic at the end of the specified curing period provided the concrete has achieved its specified compressive strength and been approved by the Engineer.

15.0 Method of Measurement:

Concrete will be measured to the nearest cubic yard placed. Measurement will be made in accordance with the dimensions shown on the plans or such other dimensions as may be

ordered in writing by the Engineer. No deduction will be made for the volume occupied by reinforcing steel embedded in the concrete.

No measurement or direct payment will be made for texturing of the bridge deck with a burlap drag, the cost of such being considered as included in contract items.

Bridge Deck Texturing (Sawed Grooves), when included in the bidding schedule, will be measured to the nearest square yard. The area will be determined by the length of the bridge, approach slabs, and anchor slabs, multiplied by the width of the roadway between the face of curb or bridge rail on each side, less 2.0 feet. The quantity shown on the bidding schedule will be considered final and will not be re-measured unless changes are specified by the Engineer, or if the Engineer or contractor determines that the constructed area varies by an amount greater or less than 2 percent of the quantity shown on the bidding schedule. Such adjustments, if required, shall be in accordance with Subsection 104.02.

16.0 Basis of Payment:

The accepted quantity of silica fume concrete, measured as provided above will be paid for, complete in place, in accordance with the provisions of Subsection 1006-7.06(B).

The contract unit price paid for a bridge deck using this concrete shall include full compensation for furnishing all labor and materials, tools, equipment, field demonstration, pre-placement meeting, concrete mix design and submittals, quality control program, testing, placing, finishing, curing, as well as performing the required cleanup and other related activities necessary to complete the work and meet the requirements of the specifications.

The basis of payment will be made as specified herein and under the provisions specified in the various sections of the specifications covering construction requiring the use of concrete.

SECTION 601 CONCRETE STRUCTURES:

601-3.05(A) General Requirements: of the Standard Specifications is modified to add:

Rustication shall be in accordance with the details shown on the project plans.

601-6 Basis of Payment: of the Standard Specifications is modified to add:

No separate measurement or payment will be made for rustication, the cost being considered as included in the cost of the respective contract items.

ITEM 6010725 – PORTLAND CEMENT CONCRETE (11")(CLASS S):

Description:

The work under this item shall consist of placing Portland cement concrete in the roundabout as indicated on the plans or as directed by the Engineer.

Materials:

Concrete shall be Class S (f'c = 4,000 psi) conforming to the requirements of Section 1006 of the specifications. All other materials shall be in accordance with Subsection 401-2.

Construction Requirements:

Aggregate base shall be installed under the concrete as shown on the plans and details and shall be in accordance with the requirements shown on the plans and details.
All work to be performed under this subsection shall conform to the Standard Specifications.

Method of Measurement:

Portland Cement Concrete (11")(Class S) will be measured on a square yard basis.

Basis of Payment:

The accepted quantity of this item, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for the work complete in place.

(608 PANEL, 06/17/21)

SECTION 608 SIGN PANELS:

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

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

The sign panels shall be of the following types:

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

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

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

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

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

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

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

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

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

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

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

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

Route shields may be demountable or direct-applied.

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

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

608-2.10 Digitally-Imaged Characters: of the Standard Specifications is hereby deleted:

ITEM 6080120 –SIGN (RELOCATE PANEL):

Description:

The work under this item shall include removing, storing and relocating existing sign panels, including all hardware and materials, as shown in the project plans or as directed by the Engineer.

Construction Requirements:

The contractor shall be responsible for relocating signs impacted by maintenance of traffic work, roundabout re-construction, roadway work, bridge work and as specified in the project plans.

The contractor shall remove the existing sign panel, signpost and sign foundation and document the sign panel's existing condition via photos submitted to the Engineer. The contractor shall store the sign panel until the roundabout, roadway and bridge work is complete and the sign panel is ready for installation on new signposts. The contractor shall dispose of the existing signposts and sign foundations with this cost being considered as included in this bid item.

Signs shall be placed at the same orientation along the roadway so that the entire legend of the sign appears uniform under normal viewing conditions, both day and night.

New foundations and signposts will be required for these signs and will be paid for under the respective bid items.

If any of the sign panels called out for relocation are damaged during removal, storage or re-installation, the contractor shall replace the sign panel with a new sign at no additional cost to the Department.

Method of Measurement:

Relocate panel will be measured by each sign panel relocated from existing signposts to new signposts.

Basis of Payment:

The accepted quantity of this item, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work complete in place.

(609DRSFD, 01/21/21)

SECTION 609 DRILLED SHAFT FOUNDATIONS:

609-1.03 Installation Plan: The third paragraph of the Standard Specifications is revised to read:

Unless otherwise specified in the Special Provisions, foundations of 4 feet or less in diameter and 30 feet or less in length utilized in light pole and sign post foundations shall be exempt from the requirement to submit an installation plan, perform integrity testing, conduct a drilled shaft preconstruction meeting, and construct a confirmation shaft.

609-3.02 Confirmation Shafts: The third paragraph of the Standard Specifications is revised to read:

When shown on the plans or when directed by the Engineer in writing, the reaming of bells or development of rock sockets at specified confirmation shaft holes shall be required to establish feasibility in specific soil strata.

(701FLGSV, 03/03/22)

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

Flagging services shall consist of either contracted labor or law enforcement officers with their vehicles. Authorized law enforcement officers include those who meet the requirements of a Peace Officer under ARS Title 38, generally including anyone certified by the Arizona Peace Officer and Training Board (POST). Vehicles must be authorized emergency vehicles and meet the requirements of ARS Title 28. Any exceptions to either the qualifications of the officer or the type of vehicle must be approved by the State Construction Engineer. The Engineer will determine the type of flagger needed, and may adjust the relative number of hours of each type of flagger specified in the traffic control plan.

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

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

A law enforcement officer shall not work more than 12 consecutive hours without the permission of the State Construction Engineer unless an emergency situation exists which, in the opinion of the Engineer, requires that the officer remain in the capacity of a flagger.

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

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

The accepted quantities of pilot vehicles, measured as provided above, will be paid for at the unit bid price for pilot vehicles with driver, which price shall be full compensation for the work, complete in place including, but not limited to, furnishing and maintaining the vehicle and furnishing the driver. Overtime hours for pilot vehicles will be paid for at the unit bid price for pilot vehicle with driver. No additional payment will be made for overtime hours, the cost being considered as included in the unit bid price.

The accepted quantities of flagging services provided by the law enforcement officers and civilian flaggers, measured as provided in Subsection 701-4.04(F) of the specifications, will be paid for at the unit bid price, which price shall be full compensation for the work, complete in place, including all overhead costs and fringe benefits. Overtime hours for law enforcement officers and civilian flaggers will be paid for at the respective unit bid prices. No additional payment will be made for overtime hours, the cost being considered as included in the unit bid price for local enforcement officers and civilian flaggers.

The accepted quantities of flagging services provided by the law enforcement officers, measured as provided above, will be paid for at the contract unit price per hour, which price shall be full compensation for the work complete in place. If needed, travel time may be paid on a case by case basis, as evaluated by the Engineer in accordance with the requirements of Subsection 104.02 of the specifications.

ITEM 7017030 SEQUENTIAL FLASHING WARNING LIGHTS

1.0 Description:

The work under this item shall consist of installing Sequential Flashing Warning Lights (SFWL) on the channelizing devices when used for merging tapers in night time lane closures.

2.0 Materials:

2.01 Sequential Flashing Warning Lights:

The SFWL shall meet the requirements for warning lights in accordance to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). The SFWL shall be portable, lens directed, enclosed lights emitting a yellow color. Lights shall be in accordance with the current requirements of the Institute of Transportation Engineers (ITE) Standard for Flashing and Steady Burn Warning Lights. The complete assembly shall be certified as crashworthy in accordance with the requirements of the Subsection 701-2.01 of the specifications, when firmly affixed to the channelizing device.

Each light shall be capable of operating fully and continuously for a minimum of 200 hours. Each device shall be equipped with a photodetector that activates the lamp during evening hours and turns the lamp off during sunlight hours. In addition, the photodetector shall sense ambient light such that the lamps continue to flash during fog and dark cloudy days.

Each light in the sequence shall flash at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Unless otherwise shown in the plans or directed by the Engineer, SFWL shall be visible from one side only. The SFWL shall be visible on a clear night from a distance of 3,000 feet.

A Type 3 Certification (Independent Test Lab results) shall be submitted documenting all the results for the specified parameters contained in the ITE's Purchase Specification for Flashing and Steady Burn Warning Lights. The certification shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and indicate the total width of the light with the battery in place.

The contractor shall submit all necessary literature and certifications to the Engineer for approval prior to use.

2.02 Remote Monitors:

The SFWL shall be equipped with remote monitoring. The remote monitoring shall monitor functions of the SFWL and control the functions of each light deployed.
The monitor shall have the capability to make changes to the flash rate of each SFWL, controlling the number of times the "moving" light sequences through the merge taper in a given period of time.
When lane closures are not in effect during certain times of the project schedule, the SFWL shall be deactivated either via remote radio signal or control from a single lamp that controls all the lamps.

The contactor shall be responsible for remote monitoring and shall respond to the Engineer within one hour of notification of a system or equipment failure.

3.0 Construction Requirements:

The successive flashing of the lights shall occur from the upstream end of the merging taper to the downstream end of the merging taper in order to identify the desired vehicle path.

The number of lights used shall be equal to the number of channelizing devices used in the taper. The SFWL shall be weather independent, and visual obstructions shall not interfere with the operation of the lights.

The SFWL shall automatically sequence when placed in line in an open area with a distance of 10 to 100 feet between them. A 10 foot stagger in the line of lights shall have no adverse effect on the operation of the lights. If one light fails, the flashing sequence shall continue. If more than one light fails, all of the lights shall be automatically turned to the "off" mode. Non-Sequential flashing is prohibited.

3.01 SFWL Interruptions:

If SFWL malfunction, the contractor shall implement the operational plan malfunction protocol and notify the Engineer immediately. The SWFL shall be repaired or replaced within 12 hours after notification.

If the SFWL are not repaired or replaced within 12 hours, the contractor shall submit a plan and schedule for how and when the SFWL signals will be operational to the Engineer. The plan shall explain the reasons for the repair and replacement to exceed 12 hours. .

4.0 Method of Measurement:

The SFWL will be measured by the unit for each 24-hour per day for each device furnished and installed.

5.0 Basis of Payment:

The accepted quantity of SFWL, measured as provided above, will be paid for at the contract unit price for each 24-hour day, which price shall be full compensation for the work, complete in place, including preparation of the operational plan, any reports, calibration, and removal.

(703DTRMKR, 07/21/22)

SECTION 703 DELINEATORS AND MARKERS:

703-2.10 Flexible Delineator Posts: the fourth paragraph of the Standard Specifications is revised to read:

The flexible delineator posts shall be pigmented throughout the entire cross- section (or entire cross-section of the outer layer of multi-layered, multi-material units) so as to produce a uniform color which is an integral part of the material. The posts shall exhibit negligible color fading after 1,000 hours of Xenon Arc Exposure (ASTM G155). The posts shall be made of durable, ultraviolet-resistant, impact-resistant, non-warping, non-metallic, polymeric materials designed for a minimum of 120 months of outdoor service life.

(705PVMRK, 03/17/2022)

SECTION 705 PREFORMED PLASTIC PAVEMENT MARKING: the title and text of the Standard Specifications are revised to read:

SECTION 705 PREFORMED POLYMER PAVEMENT MARKING:

705-1 Description:

(A) General:

The work under this section shall consist of furnishing all materials, preparing the pavement surface or applying preformed reflectorized pavement marking tape, or preformed thermoplastic longitudinal edge lines, skip lines, stop lines, cross walks, legends and symbols to the pavement in accordance with the details shown on the project plans and the requirements of the specifications.

All markings shall be reflectorized with glass beads or other retroreflective particles uniformly distributed throughout the entire cross section and bonded to the top surface of the material. All markings shall comply with the retroreflectance requirements of Subsection 705-2.05 of the specifications. When glass beads are used to reflectorize markings, the glass bead properties shall also comply with Subsection 705-2.06 of the specifications.

Certificates of Compliance conforming to the requirements of Subsection 106.05 of the specifications shall be submitted.

Preformed pavement marking tape or preformed thermoplastic longitudinal edge lines, skip lines, stop lines, cross walks, legends, and symbols shall be limited to the following applications unless otherwise specified in the contract documents:

A list of approved manufacturers and distributors of Type I, II, III, and IV preformed pavement marking materials is shown on the Department’s Approved Product List (APL). The most recent version is available on the Department’s website from the ADOT Research Center, through its product evaluation program.

(B) Preformed Pavement Markings - Type I (Permanent):

Type I shall be a general purpose high durability retroreflective, pliant, polymer layer for preformed long line and short line striping, arrows, symbols, and legends to be used for final permanent pavement markings. Type I shall be capable of performing as specified herein when subjected to high traffic volumes and severe wear conditions such as repeated shear action from crossover or encroachment on edge and channelization lines, starting, stopping, and turning movements.

(C) Preformed Pavement Markings - Type II (Temporary – Removable):

Type II shall be a removable preformed retroreflective pavement marking capable of performing as temporary pavement markings for long line and short line striping, arrows, symbols, and legends for the duration of a normal construction season. It shall be a

nonmetallic mixture of durable materials and shall be capable of being removed intact or in large pieces either manually or with a recommended roll up device. Type II shall be used on finished pavement surfaces where traffic control or channelization through the construction zone is temporary requiring removal prior to final pavement markings.

(D) Preformed Pavement Markings - Type III (Temporary – Nonremovable):

Type III shall be a nonremovable preformed retroreflective layer on a conformable metallic backing capable of performing as temporary long line pavement markings for the duration of a normal construction season. Type III shall be used in construction zones where removal is unnecessary due to placement of future paving courses or where pavement will be removed, obliterated or abandoned at the completion of the project.

(E) Preformed Thermoplastic Pavement Markings – Type IV (Permanent):

Type IV shall be a high durability, retroreflective, pliant, preformed thermoplastic product to be used for final permanent arrows, symbols, legends, and short line (transverse) stripes. Type IV shall be capable of performing as specified herein when subjected to high traffic volumes and severe wear conditions such as repeated shear action from crossover or encroachment on edge and channelization lines, starting, stopping, and turning movements.

705-2 Materials:

705-2.01 Preformed Pavement Markings - Type I (Permanent):

(A) General:

Type I preformed pavement marking material shall consist of a prefabricated white or yellow layer of specified thickness and width that shall be capable of being affixed to Portland cement concrete or nonbleeding bituminous pavements per the manufacturer's requirements, either on the pavement surface or, when specified on the plans, inlaid into a cutout groove. The preformed polymer layer shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, loss of skid resistance, or shrinkage or significant tearing, roll back, or other signs of poor adhesion throughout the useful life of the marking.

The polymer layer without adhesive shall be a minimum of 0.065 inch thick. The polymer layer as supplied shall be of good appearance, free of cracks and discolorations, and the edges shall be clean-cut and well defined. The polymer layer shall be supplied complete with a precoated, factory-applied pressure sensitive adhesive backing. A surface preparation primer shall also be applied if recommended by the manufacturer. Whether the adhesive is precoated or supplied separately, the adhesive shall be such as to allow the polymer layer to be repositioned on the pavement surface to which it is applied before permanently fixing it in its final position with a downward pressure.

When Contrast pavement marking material is to be used as specified on the plans, the entire length of the pavement marking shall have 2 inch-wide borders on each side across the width of the base pavement marking (white, yellow or other color). These borders shall

be non-reflective, and black in color. The Contrast pavement marking material including the borders shall conform to the requirements for durability, skid resistance, thickness, and adhesion specified in Subsection 705-2.01(C) of the specifications.

All white and yellow Type I pavement markings shall be warranted by the manufacturer to retain color and adherence to the pavement, and to retain a minimum retroreflectance of not less than 100 millicandelas/m^2/lux for a minimum of two years for symbols, legends, and transverse pavement markings, and five years for longitudinal pavement markings. The warranty period shall begin after all pavement markings are installed and accepted by the Department. Failure to meet the specified retroreflectance on at least 90 percent of the longitudinal pavement marking in any 1000-foot segment, or 90 percent of a legend, symbol, or transverse pavement marking shall be considered a complete failure of that marking. The warranty shall state that the manufacturer will provide new material to replace defective Type I markings at no additional cost to the Department. The warranty shall also state that the replacement material shall conform to these specifications. The contractor shall submit a copy of the manufacturer's warranty to the Engineer along with the certificate of compliance required in Subsection 705-1(A) of the specifications.

(B) Composition Requirements:

The preformed pavement marking material shall consist of the following components:

Minimum Percent by Weight	
Resins and Plasticizers	20
Reflective Glass Beads*	20*
*Applicable only when glass beads are used to reflectorize Type I markings.	

(C) Physical Requirements:

(1) Color:

The pigments shall be selected and blended to provide a white or yellow marking layer which conforms to standard highway colors, when tested according to ASTM D6628, throughout the expected life of the layer.

(2) Bend Test:

The polymer layer shall be sufficiently flexible so that at a temperature of 78 to 82 degrees F an unmounted piece of material (without adhesive and paper backing), 3 by 6 inches in size, may be bent over a 1 inch mandrel until the end faces are parallel and 1 inch apart without showing any fracture lines in the uppermost surface.

(3) Tensile Strength:

The polymer layer (without adhesive or paper backing) shall have a minimum tensile strength of 40 pounds per square inch when a specimen 6 inches long by 1 inch wide is tested in accordance with the requirements of ASTM D638. The rate of pull of the test shall

be 0.25 of an inch per minute. The test shall be conducted at a temperature between 70 and 80 degrees F. The elongation shall be no greater than 75 percent.

(4) Pull Test:

A 6-inch long by 1-inch wide section of the polymer layer (without adhesive and paper backing) shall support a dead load weight of 4 pounds for not less than five minutes at a temperature between 70 and 80 degrees F.

(5) Abrasion Resistance:

The polymer layer shall have a maximum loss in weight of 0.25 grams in 500 revolutions when abraded according to ASTM D4060.

(6) Skid Resistance:

The surface of the material shall provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

705-2.02 Preformed Pavement Markings - Type II (Temporary - Removable):

Type II preformed pavement markings shall be a nonmetallic mixture of conformable materials and pigments intended for marking applications where removability is required. The marking material shall be white or yellow retroreflective layer conforming to standard highway colors.

The markings shall be precoated with a pressure sensitive adhesive capable of adhering to roadway surfaces under climatic and traffic conditions normally encountered in the construction work zone when applied in accordance with the manufacturer's instructions and without the use of heat, solvents or other additional adhesives. Newly applied markings shall be capable of being immediately exposed to traffic without pickup or distortion by vehicles. The markings shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, shrinkage, tearing, and loss of skid resistance, roll back or other signs of poor adhesion throughout the useful life of the marking.

Temporary pavement markings shall be removable from asphalt and concrete pavement intact or in large sections by following the manufacturer's instructions. It shall be removable, either manually or with a rollup device, at pavement temperatures above 40 degrees F without the use of heat, solvents, grinding or sand blasting. Visible adhesive residue remaining after removal of temporary pavement markings shall be easily removable without damaging or scarring the pavement surface and without the use of solvents or grinding.

Pavement marking material without adhesive shall be a minimum of 0.045 inches thick. When supplied, the material shall be of good appearance, free from cracks, and edges shall be true, straight, and unbroken.

705-2.03 Preformed Pavement Markings - Type III (Temporary – Nonremovable):

Type III preformed pavement markings shall be a retroreflective layer on a conformable metallic backing intended for marking applications where removal is not a requirement. The marking material shall be white or yellow conforming to standard highway colors.

The markings shall be precoated with a pressure sensitive adhesive capable of adhering to roadway surfaces under climatic and traffic conditions normally encountered in the construction work zone when applied in accordance with the manufacturer's instructions and without the use of heat, solvents or other additional adhesives. Newly applied markings shall be capable of being immediately exposed to traffic without pickup or distortion by vehicles. The markings shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, shrinkage, tearing, loss of skid resistance, roll back or other signs of poor adhesion throughout the useful life of the marking.

705-2.04 Preformed Thermoplastic Pavement Markings – Type IV (Permanent):

(A) General:

Preformed thermoplastic pavement markings shall be a resilient white, yellow, or other color thermoplastic material, composed of an ester-modified resin in conjunction with pigments, binders and glass beads that have been factory-produced as a finished product. The markings shall be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, and antifreeze. Preformed thermoplastic pavement markings shall be weather resistant and, through normal traffic wear, shall show no appreciable fading, lifting, or shrinkage or significant tearing, roll back, loss of skid resistance, or other signs of poor adhesion throughout the useful life of the marking.

The markings shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The marking shall have resealing characteristics, such that it is capable of fusing with itself or previously applied, worn thermoplastic pavement markings when heated with a common propane torch. The material shall not be brittle and must be sufficiently cohesive and flexible for one person to carry without danger of fracturing the material prior to application. Surface preparation primer shall also be applied if recommended by the manufacturer.

The material shall be supplied at a minimum thickness of 0.090 inches (90 mils). Arrows, symbols, legends, and short lines shall be capable of being affixed to bituminous and Portland cement concrete pavements by the use of the heat of a common propane torch. Any preheating requirements shall also be met by the use of the heat of a common propane torch and as recommended by the manufacturer.

Type IV preformed thermoplastic markings shall be suitable for use for one year after the date of manufacture when stored in accordance with the manufacturer’s recommendation. Type IV marking materials supplied to the jobsite shall clearly display the date of manufacture, and shall be applied within one year of this date.

(B) Composition Requirements:

The preformed thermoplastic pavement marking material shall consist of the following components:

Component	Percent by Weight	
	White	Yellow
Binder (Min.)	18	18
Titanium dioxide (Min.)	10	-----
Yellow Lead-Free Pigment (Min.)	-----	1.5
Reflective glass intermix beads	30 – 45	30 – 45

(C) Physical Requirements:

(1) Color:

The pigments shall be selected and blended to provide a white or yellow preformed marking that conforms to standard highway colors, when tested according to ASTM D6628, throughout the expected life of the preformed marking.

(2) Bend Test:

The preformed thermoplastic shall have flexibility at 50 degrees F such that when a specimen, measuring 6 inches long by 1 inch wide, is bent through an arc of 90 degrees at a uniform rate in 10 seconds (9 degrees per second) over a 1 inch mandrel, no cracking occurs in the test specimen. The specimen shall be conditioned prior to testing at 50 ± 2 degrees F for a minimum of four hours. At least two specimens tested shall meet the flexibility requirements at 50 degrees F for a passing result.

(3) Tensile Strength:

The preformed thermoplastic material shall have a minimum tensile strength of 150 pounds per square inch when tested in accordance with the requirements of ASTM D638. The rate of pull of the test shall be 10 to 12 inches per minute. The test shall be conducted at a temperature between 70 and 80 degrees F. The elongation shall be no greater than 20 percent.

(4) Bond Test:

The material shall exhibit a bond strength to Portland cement concrete pavement equal to or exceeding 180 pounds per square inch when tested at 73 ± 3 degrees F in accordance with the ASTM D4796.

(5) Abrasion Resistance:

The plastic film shall have a maximum loss in weight of 0.25 grams in 500 revolutions when abraded according to ASTM D4060.

(6) Skid Resistance:

The surface of the material shall provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

(7) Impact Resistance:

When tested in accordance with ASTM D256, Method A, a 1 inch by 1 inch by 6 inch sample shall not break when an impact energy of at least 1.0 joule is applied. The test specimen shall be prepared in accordance with ASTM D4960 and shall not be notched.

705-2.05 Retroreflectance:

All white and yellow pavement marking materials shall have the following minimum retroreflectance values when measured by the Department, using an LTL-X Delta Retrometer or similar device, within 30 days after application to the roadway surface:

Table 1	
Long Line Markings	**Retroreflectance (millicandelas/m^2/lux)**
White	500
Yellow	300

Table 2	
Arrows, Symbols, Legends, Short Lines	**Retroreflectance (millicandelas/m^2/lux)**
White	350
Yellow	200

For sections determined to be deficient in retroreflectivity, the pavement markings shall be removed in a manner approved by the Engineer, and new markings shall be re-applied in accordance with the manufacturer's recommendations. For long lines, the limits of reapplication shall start from the location of a passing test, across the failure area(s), to the next passing test location. The minimum length of reapplication shall be 0.4 miles. For arrows, symbols, legends and short lines, the entire defective unit shall be reapplied.

705-2.06 Glass Bead Properties:

(A) General Requirements:

When glass beads are used to achieve retroreflectivity, the beads shall be manufactured from glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering.

(B) Physical Requirements:

(1) Roundness:

The roundness of the glass beads shall be determined in accordance with the requirements of ASTM D1155. A minimum of 75 percent of the beads shall be waterwhite true spheres free from imperfections of all types including air inclusions, film, scratches, clusters, and surface scoring.

(2) Refractive Index:

The glass beads used with the preformed pavement marking material shall have a minimum refractive index of 1.50 when tested by a liquid immersion method (Becke Line Method or equivalent, as specified in ASTM C1648) at a temperature of 25 ± 5 °C.

(3) Gradation:

The gradation of the glass beads shall conform to AASHTO M 247 Type 1 and Type 3.

(4) Heavy Metal Concentration:

Heavy metal concentration in glass beads shall be as specified in the following table, when tested by an independent laboratory, approved by the Engineer, using EPA Method 3052 and EPA Method 6010B. A Certificate of Analysis conforming to Subsection 106.05 of the specifications shall be furnished to the Engineer prior to use.

Heavy Metal	Concentration
Arsenic	< 75 ppm
Antimony	< 75 ppm
Lead	< 100 ppm

705-3 Construction Requirements:

The contractor shall install preformed pavement markings at the locations shown on the project plans, as specified in the Special Provisions, or as directed by the Engineer. Preformed marking tape shall be applied manually or with the tape applicators approved by the tape manufacturer. All markings shall be applied in accordance with the manufacturer's recommendations and as specified herein. Preformed pavement markings shall not be applied over other markings or old paint unless specified in the project plans, directed by the Engineer, or allowed by the manufacturer and approved by the Engineer prior to application.

Preformed pavement markings shall be applied to surfaces that are free of moisture and thoroughly cleaned of loose, foreign or other material that may adversely affect bonding. The contractor shall remove all dirt, dust, grease, oil or other detrimental material from the road surface. The method of cleaning the surface is subject to approval by the Engineer and shall include sweeping and the use of high pressure air spray.

Newly placed asphaltic concrete surfaces need not be cleaned unless, in the opinion of the Engineer, the surface has become contaminated to the extent that cleaning is necessary to provide proper bonding.

When preformed markings are to be applied to new Portland cement concrete pavement, any curing compound present shall be removed by means of a high pressure water jet or sandblasting, followed by sweeping and high pressure air spray. The curing compound shall be removed at least 2 inches beyond the entire perimeter of each marking to be installed. In addition, a manufacturer approved primer-sealer shall be applied to both old and new Portland cement concrete pavement prior to application of preformed markings. The primer-sealer shall be applied at the manufacturer's recommended application rates prior to placing the preformed marking. The primer-sealer shall be allowed to set up for the manufacturer's specified cure or evaporation time, and shall be free of solvent and water when the preformed marking is applied.

Preformed pavement markings shall be applied immediately after the surface has been prepared or as soon as possible after placement and completion of new pavement. When Type I, II, or III markings are used, the road surface temperature, at the time of application, shall not be less than 60 degrees F and rising and the pavement surface shall be absolutely dry. For Type III temporary markings, the weather conditions noted above may be waived, at the Engineer's discretion, to obtain a traffic stripe prior to allowing traffic to traverse the roadway. Type II markings shall not be installed within 24 hours of any rainfall. In addition, if the possibility of rain is anticipated, as predicted by the National Weather Service, during the time required by the Engineer for installation of Type II markings, the contractor shall apply primer-sealer prior to application of the marking, regardless of the type or age of pavement surface. Type IV markings shall be applied in accordance with the manufacturer’s recommendations for minimum temperature.

Despite the specified or recommended minimum surface temperature and surface condition, the Engineer may, at any time, require that the work cease or that the work day be reduced in the event that weather conditions, either existing or expected, are anticipated to have an adverse effect upon the preformed pavement marking.

The contractor shall use butt splices only and shall not overlap the marking material. All markings shall be thoroughly tamped with approved mechanical tampers.

For preformed thermoplastic pavement markings requiring heat application on asphaltic concrete surfaces, the materials shall be applied using the propane torch method recommended by the manufacturer.
The contractor shall immediately correct all misalignments when so ordered by the Engineer. The misaligned portions shall be removed and reinstalled in accordance with these specifications. All areas marked with preformed pavement markings shall be ready for traffic immediately after application.

Type II or Type III temporary pavement markings shall be maintained and replaced when necessary by the contractor until they are covered with the next overlay course or are removed because they are no longer applicable. The temporary pavement markings shall be removed immediately when no longer needed for traffic control or when the temporary pavement markings will be in conflict with the succeeding traffic pattern. This removal

includes the removal of pronounced markings caused by the adhesive across lanes, transitions or tapers. Removable temporary marking material shall not be burned or ground off. Preformed pavement markings shall be removed by methods recommended by the manufacturer and approved by the Engineer. Residual adhesive, ghosting, shadows or pavement scarring which might cause confusion during darkness or adverse weather conditions shall be removed immediately by the contractor when so ordered by the Engineer.

When Type I permanent pavement markings for final arrows, symbols, legends, and short lines are specified, Type I or Type IV pavement markings may be used, at the option of the contractor.

When the plans require Type I preformed long line or short line pavement markings to be placed in a groove, the contractor shall construct the sawcut groove in accordance with the requirements of the special provisions.

The application of preformed pavement markings shall be in accordance with the recommendations of the manufacturer of the material and these specifications. After application the pavement markings shall be immediately ready for exposure to traffic.

705-4 Method of Measurement:

Measurement of preformed pavement marking long lines and short lines will be made by the linear foot along the centerline of the pavement line and will be based on a 4-inch wide stripe. Measurement for pavement lines with a plan width greater or less than the basic 4 inches will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{\text{4 (inches)}}$$

If Contrast pavement marking is used, the Plan Width of Striping (inches) will be the width of the base pavement marking (white, yellow or other color) plus the 2 inch-wide borders on each side across the width of the base pavement marking.

Preformed pavement marking symbols, such as diamonds; single, double, or triple arrows; or freeway arrows, will be measured by each unit applied, regardless of configuration. Each pavement symbol, as shown on the plans, will be considered a unit.

Preformed pavement marking legends, defined as a complete letter grouping such as "SCHOOL," "XING," "STOP," “RR,” or "ONLY", will be measured by each unit applied. Each pavement legend, as shown on the plans, will be considered a unit.

Preformed pavement route-to-route freeway legends, defined as complete number and directional letter groupings, will be measured by each unit applied. Each complete route-to-route freeway legend, as shown on the plans, will be considered a unit.

Removal of curing compound from new Portland cement concrete pavement and the application of primer-sealer shall each be measured by the linear foot for striping lines

regardless of width, or unit each for symbols and legends, and in accordance with the items of work established in the bid schedule.

705-5 Basis of Payment:

The accepted quantities of preformed pavement markings, measured as provided above, will be paid for at the contract unit price for the type specified in the bidding schedule, which price shall be full compensation for the item, complete in place, including necessary pavement cleaning, primer, removal of Type II temporary markings, and maintaining Types II and III temporary markings in construction work zones.

No additional payment will be made for placement of Type I long line and short line pavement markings in sawcut grooves, the costs being considered as included in the contract price for the marking. Measurement and payment for sawcut grooves shall be in accordance with the special provisions.

Payment will be made for Type I and Type IV permanent pavement symbols, legends and short lines at the contract unit price, regardless of whether Type I or Type IV pavement markings are used.

The accepted quantities for removal of curing compound from new Portland cement concrete pavement and the application of primer-sealer, measured as provided above, will be paid for at the respective contract unit prices, under the items of work established in the bid schedule.

When Type II or III temporary preformed pavement markings are required for maintaining traffic through a construction work zone and are approved for use by the Engineer, but are not listed as pay items in the bidding schedule, they will be paid for in accordance with the provisions of Subsection 109.04 of the specifications.

Additional payment will be made for replacement of Type II or Type III temporary preformed pavement markings when the contractor is required by the Engineer to install marking materials on distressed pavements or during adverse weather conditions and subsequent failure occurs. Distressed pavement conditions are defined as alligator cracking, bleeding, or spalling of bituminous pavements and spalling of PCC pavements. Adverse weather conditions are defined as any occurrence where application is required at pavement temperatures less than 60 degrees F or when precipitation occurs within 24 hours before or after application. The Department will pay for the replacement, where failures occur, at the contract unit price for the initial occurrence.

In the event a second failure occurs when markings have been reapplied on distressed pavements or under weather conditions described above, the Engineer shall determine if conditions require primer, alternate methods of marking, or reapplication of preformed markings. Preformed markings will be paid for at the contract unit price. Primers or other methods of markings deemed necessary by the Engineer to remedy second failures will be paid for in accordance with the provisions of Subsection 109.04 of the specifications.

ITEM 7080301 – PAINT BULL NOSE

Description:

The work under this item shall consist of painting the ends of roundabout median islands white and yellow in accordance with the project plans, ADOT Standard Drawing M-1, and the requirements of these Special Provisions.

Materials:

The white and yellow epoxy shall comply with the requirements of Section 708 of the specifications. Raised pavement markers shall comply with the requirements of Section 706 of the Standard Specifications.

Construction Requirements:

Paint Bull Nose shall be painted in accordance with Standard Drawing M-1 and at the locations shown in the plans. The work shall consist of preparing the curb, applying water-borne, lead free, rapid drying traffic paint and reflectorized glass beads to the top and face of the curb, and applying reflective raised pavement markers to the top of the curb. The reflective raised pavement markers shall be placed so that the reflective face of the marker is facing and perpendicular to traffic.

Method of Measurement:

Paint bull nose will be measured by each corner of each median island painted in accordance with the plans.

Basis of Payment:

The accepted quantity of this item, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work complete in place.

(709PGMNT, 08/18/22)

SECTION 709 DUAL COMPONENT PAVEMENT MARKINGS:

709-2.02(A) Composition: of the Standard Specifications is revised to read:

The epoxy resin material shall be within the following compositional requirements:

Component	Percent by Weight	
	White	Yellow
White Pigment (Titanium Dioxide)	18 - 25	10 - 17
Organic Yellow Pigment	---	7 - 10
Epoxy Resin	75 - 82	73 - 83

The white pigmented pavement marking material shall be tested in accordance with ASTM D3723 and shall conform to the requirements specified in ASTM D476 (Type II).

709-2.02(K) Color: of the Standard Specifications is revised to read:

The colors of the applied markings shall comply with the requirements specified in ASTM D6628 and shall conform to the following:

(1) The white color shall match Federal Test Standard Number 595B, color chip no. 37875; and

(2) The yellow color shall match Federal Test Standard Number 595B, color chip no. 33583.

709-2.02(L) Yellowness Index: of the Standard Specifications is revised to read:

The initial yellowness index value of the white material shall be tested in accordance with ASTM E313. The sample shall be cured for 72 hours at room temperature (75 ± 2 degrees F) prior to testing. The initial yellowness index shall not exceed a value of 8.

The yellowness index value of the white material shall be tested in accordance with ASTM E313 and ASTM G154. The sample shall be cured for 72 hours at room temperature (75 ± 2 degrees F) and then exposed in the QUV chamber for 72 hours and 500 hours respectively. The yellowness index values shall not exceed the values shown in the table below.

Exposure Time (hours)	Yellowness Index
72	15
500	27

(731STRSUP, 03/18/21)

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

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

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

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

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

Excavation and backfill shall conform to the requirements of Section 203-5.03 of the specifications. Concrete shall conform to the requirements of Sections 601 and 1006 of the specifications. Reinforcing steel and wire mesh shall conform to the requirements of Sections 605 and 1003 of the specifications.

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

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

731-2.01 Aluminum Poles and Mast Arms:

(A) General:

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

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

The design of the pole assembly (pole, mast arm, and luminaire attachment portion) shall be per the requirements of the 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 6th edition with 2015 interim revisions. The design of the poles, mast arms and luminaire mounting brackets shall be based on a wind speed of 90 miles per hour with a luminaire having an effective projected area of 1.5 square feet and a weight of 55 pounds.
The design shall also be based upon the worst case loading, derived by combining the loads caused by a 20 foot truss mast arm, except for S and T poles, design luminaire, design wind speed and other dead loads, as appropriate. Secondary deflections shall be accounted for in all designs.

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

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

(B) Pole and Mast Arm Assembly Design Parameters:

(1) Pole Shafts:

The tapered pole shaft shall be fabricated from a one-piece, seamless, round tapered tube of Aluminum Alloy 6063-T6, conforming to the requirements of ASTM B221, and shall be full-length heat treated after tapering and welding on the base and hand hole reinforcing to

produce a T6 temper. The pole shafts shall either maintain a uniform taper rate from the base of the pole to the pole top or shall be non-tapered. The base plate shall be constructed to match the foundation bolt pattern for standard poles shown in the Standard Drawings for Aluminum Light Poles. No field splices of pole shafts shall be allowed. The pole shaft shall have an internal vibration damper.

The pole shaft shall be smooth with a uniform brushed sheen finish that is free from all dents, scratches, and shipping/handling marks. Poles that have a finish that is not uniform or that fails to meet the requirements of this specification will be rejected by the Engineer and shall be repaired or replaced to the satisfaction of the Engineer at no expense to the Department in accordance with Subsection 105 of the specifications.
All aluminum poles shall have a hand hole in the base of the poles and shall conform to the details shown on the Standard Drawings, with the exception that the hand hole shall use aluminum components and stainless steel screws.

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

(2) Truss Mast Arms:

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

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

(3) Welding:

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

(4) Break-away Transformer Bases:

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

Bolts, nuts, and washers connecting the pole to the break-away base shall be fabricated from steel conforming to the requirements of ASTM F3125 Grade A325. Bolts shall be

galvanized in accordance with the requirements of ASTM F2329. The 2-3/4 inch x 1/2-inch thick washers shall be zinc mechanically coated per ASTM B695-85 Class 50 or shall be galvanized per the requirements of ASTM F2329.

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

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

(5) Anchor Bolts, Nuts, and Washers:

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

(C) Submittals:

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

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

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

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

be submitted. Drawing numbers for the pre-approved designs found in the APL are available at https://azdot.gov/business/engineering-and-construction/product-evaluation-program.

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

731-2.02 Steel Poles and Mast Arms:

(A) General:

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

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

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

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

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

(B) Pole and Mast Arm Assembly Design Parameters:

(1) Poles Shafts:

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

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

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

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

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

(2) Mast Arms:

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

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

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

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

(3) Steel Pole Extensions and Twin Luminaire Brackets:

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

(4) Standard Bases:

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

(5) Anchor Bolts, Nuts and Washers:

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

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

(C) Submittals:

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

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

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

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

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

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

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

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

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

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

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

ITEM 7310832 – RELOCATE EXISTING LIGHT POLES

Description:

The work under this item shall include removing, storing and relocating existing light poles, including all hardware and materials, as indicated on the plans or as directed by the Engineer to ensure a fully functioning and complete lighting system.

Materials:

Existing luminaires shall be tested according to the requirements of Subsection 736-2.01 of the specifications.

Construction Requirements:

The contractor shall be responsible for relocating light poles as specified in the project plans.

The contractor shall remove the existing light poles and document the condition via photos submitted to the Engineer. The contractor shall store the light poles until ready for re-

installation as approved by the Engineer. If any of the light poles, including luminaires, are damaged during removal, storage or relocation due to contractor's operations, the contractor shall replace the light pole with a new light pole at no additional cost to the department.

New foundations and breakaway bases will be required for these light poles and will be paid for under the respective bid items.

Re-installation of existing light poles, which includes setting existing poles on new foundations and breakaway bases, installation of equipment, and connecting to existing power sources, shall conform to Subsection 731-3 of the specifications.

Method of Measurement:

Relocation of existing light poles will be measured by each light pole relocated.

Basis of Payment:

The accepted quantities of this item, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work complete in place.

ITEM 8050003 – SEEDING (CLASS II):

The work under this item shall consist of furnishing all materials, preparing the soil, applying Class II seed, establishing, and maintaining the seeded areas along with final mulch cover.

Areas to be seeded are those disturbed or unvegetated areas listed herein, shown on the plans, called for in the contractor's erosion/sediment control plan, Nonpoint Source (NPS) pollution control plan, Stormwater Quality Protection Plan (SQPP), Stormwater Runoff Pollution Control Plan, Decentralized Stormwater Management Plan, Stormwater Runoff Mitigation Plan, Stormwater Management Plan (SWMP), Biotechnical Erosion Control Plan, Post-Construction Stormwater Management Plan (PCSMP), Integrated Vegetation Management Plan (IVMP), Functional Landscape Ecological Restoration Plan, or designated by the Engineer. All construction support activities disturbed unpaved temporary construction access, unpaved on-site staging, unpaved on-site material storage, and unpaved on-site stockpiling areas shall ultimately be seeded unless otherwise stabilized by equivalent permanent stabilization measures. If not seeded, the equivalent permanent stabilization measures shall be evaluated by a Construction Professional Landscape Architect (PLA) and approved by the Engineer. Unless otherwise prohibited by environmental permit, seeding is required to stabilize the unpaved disturbed dry area within the Waters of the U.S. Seeding area below the Ordinary High Water Mark (OHWM) shall exclude any definable low flow channel(s). Seeding area below the OHWM shall also exclude area directly under bridge(s).

Seeding may be included as part of a landscape project as specified in Section 807, or used for erosion control as part of a Storm Water Pollution Prevention Plan (SWPPP) as specified in Subsection 104.09 of the specifications, or both.

In either case, seeding shall be accomplished in two stages. The first stage shall consist of tillage; furnishing and applying compost, chemical fertilizer, and sulfur; furnishing and planting the contract-specified seed mix; and furnishing, applying and affixing final mulch cover. The second stage, beginning after the first stage has been accepted by the Engineer, shall be a 45-calendar-day period during which time the contractor shall be responsible for maintaining and stabilizing the seeded and mulched areas, and restoring damaged or eroded areas.

Seeding used as part of a SWPPP shall be completed, including the 45-calendar-day maintenance period, before final acceptance, or sooner as required in the SWPPP. Seeding used as part of a landscape project shall be completed, including the 45-calendar-day maintenance period, before the end of the Substantial Completion. When seeding is part of a landscape project, the maintenance activities described herein shall be in addition to the work specified in Section 807 for landscape establishment. No time extension will be granted for seeding not completed as specified herein, including the 45-calendar-day maintenance period, prior to final acceptance or before the end of the Substantial Completion as applicable. The contractor shall schedule its work activities to ensure that all areas requiring Class II Seeding are completed in time to allow the 45-calendar-day maintenance stage to be finalized prior to final acceptance or before the end of the Substantial Completion as applicable. Seeding area below the OHWM shall be exempted for the 45-calendar-day maintenance period requirement.

An on-site pre-activity seeding construction meeting shall be coordinated by a Construction PLA. The necessity of half-acre (0.5 acre) sample demonstrative area of Class II Seeding shall be verified for the seeded areas greater than five (> 5) acres excluding shoulder build-up areas (edge of pavement build-up areas). The contractor shall guarantee in writing to furnish all suitable equipment for soil tillage, seeding, and mulching during pre-activity seeding construction meeting as evaluated by a Construction PLA, as well as approved by the Engineer.

2.0 Materials:

2.01 General:

Appropriate documentation, as specified below, shall be submitted to the Engineer a minimum of 30 calendar days before the start of a scheduled seeding activity. No materials shall be delivered to the site until the documentation has been approved by the Engineer.

Unless otherwise specified, Certificates of Compliance conforming to the requirements of Subsection 106.05 of the specifications shall be provided for all materials.

The contractor shall also provide test from accredited laboratories for all materials, as specified herein. Should the contractor perform its own testing, such test results shall also be provided to the Engineer.

2.02 Seed:

(A) General Requirements:

The species, variety, and strain of seed (designated elsewhere herein as contract-specified seed) shall be as shown on the plans or as specified herein. The contract-specified seed shall be obtained from seed suppliers through harvesting of wildland collections, or field-grown seeds grown prior to or during the contract period.

A Certificate of Analysis for each seed species shall be furnished to the Engineer at least four (4) weeks prior to seeding construction. No seed shall be furnished to or delivered to the project until approved by the Engineer and Roadside Development. The Certificates of Analysis shall contain the following information for each seed sample: the test results of the Fifty States Noxious Weed list, all seeds including weed seeds listed, purity and germination, tetrazolium test results, when used and any pathology found to be present. The sample testing, when available for the native plant species, shall use the rules for testing seeds published by the “Association of Official Seed Analysts” or the “Society of Commercial Seed Technologists”.

If the samples indicate species listed as noxious, restricted or invasive, the lot will be rejected or evaluated for use on the project. The list of noxious, restricted or invasive species is located at Roadside Development and linked to the following website:

http://www.azdot.gov/business/engineering-and-construction/roadway-engineering/roadside-development

Within 30 calendar days after the award of contract, the contractor shall submit the name of the seeding subcontractor to be used, along with written confirmation from seed suppliers and/or collectors, on their letterhead, that the source(s) for the contract-specified seed has been secured. A minimum of three separate confirmation letters from seed suppliers, providers and/or collectors shall be presented through the Engineer for a Construction PLA’s evaluation within context from reliable sources. If any of the contract-specified seed is expected to be unavailable prior to the time specified for seeding, in accordance with Subsection 2.02(B) below, the contractor shall notify the Engineer at this same time.

The seed shall be delivered to the project site unmixed in standard, sealed, undamaged containers for each seed species. Each container shall be labeled in accordance with the appropriate provisions of the Arizona Revised Statutes and the U.S. Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the scientific genus, species, subspecies/varieties or strains of seed, the percentage of germination, purity, weed content, and testing information. Unless otherwise approved by Roadside Development Section through the Engineer, the date of analysis for Tetrazolium Test (TZ) shall not be more than 15 months prior to the delivery date from a seed provider/supplier. A Certificate of Analysis from an accredited seed-testing laboratory, and conforming to Subsection 106.05 of the specifications, shall accompany each container of seed.

Unless otherwise approved by Roadside Development through the Engineer, weed content of the contract-specified seed mix shall not exceed 0.5 percent (≤ 0.5%).

In addition to Federal Seed Act Regulations, unless otherwise approved by Roadside Development through the Engineer, the contamination of seed lots from the following noxious / invasive plant species shall not be permitted.

NOXIOUS / INVASIVE WEEDS WATCH LIST FOR THE CONTAMINATED SEED LOTS	
SCIENTIFIC NAME	**COMMON NAME**
Amaranthus retroflexus	Redroot Amaranth / Redroot Pigweed / Red-Rooted Pigweed / Rough Pigweed
Bassia scoparia (syn. *Kochia scoparia*)	Kochia / Fireweed
Bothriochloa bladhii (syn. *Andropogon bladhii / Andropogon caucasicus / Andropogon intermedius / Bothriochloa caucasica / Bothriochloa intermedia*)	Caucasian Bluestem
Bothriochloa ischaemum	Yellow Bluestem
Brassica tournefortii	Sahara Mustard / Mediterranean Mustard / Prickly Turnip
Bromus tectorum	Cheatgrass / Downy Brome / Broncograss / Downy Chess / Soft Chess / Drooping Brome
Cynodon dactylon (syn. *Capriola dactylon*)	Bermudagrass / Devilgrass
Centaurea melitensis	Malta Star-thistle / Napa Star Thistle / Tocalote
Cenchrus spinifex (syn. *Cenchrus incertus / Cenchrus pauciflorus / Cenchrus parviceps*)	Field Sandbur / Coastal Sandbur / Common Sandbur
Chorispora tenella	Crossflower / Purple Mustard / Blue Mustard / Musk Mustard / Beanpodded Mustard / Tenella Mustard
Cuscuta spp.	Dodder / Angel Hair / Devil's Hair / Devil's Ringlet / Goldthread / Hairweed / Lady's Laces / Strangleweed / Witch's Hair / Amarbel
Eragrostis lehmanniana	Lehmann Lovegrass
Euphorbia esula	Leafy Spurge / Green Spurge / Wolf's Milk
Euphorbia prostrata (syn. *Chamaesyce prostrata / Euphorbia chamaesyce*)	Prostrate Spurge / Prostrate Sandmat / Ground Spurge / Blue Weed
Onopordum acanthium	Scotch Thistle / Cotton Thistle
Pennisetum ciliare (syn. *Cenchrus ciliaris*)	Buffelgrass / African Foxtail Grass
Physalis spp.	Ground Cherry / Jerusalem Cherry / Strawberry Tomato
Salsola kali subsp. *tragus* (syn. *Salsola iberica*)	Russian Thistle / Tumbleweed
Setaria faberi	Japanese Bristlegrass / Giant Foxtail
Setaria pumila (syn. *Chaetochloa glauca / Chaetochloa lutescens / Panicum glaucum / Setaria glauca*)	Yellow Foxtail / Pigeon Grass / Yellow Bristlegrass

NOXIOUS / INVASIVE WEEDS WATCH LIST FOR THE CONTAMINATED SEED LOTS	
SCIENTIFIC NAME	**COMMON NAME**
Setaria viridis	Green Bristlegrass / Pigeon Grass / Wild Millet / Green Foxtail
Solanum physalifolium (syn. *Solanum physalifolium / Solanum sarachoides / Solanum villosum*)	Hoe Nightshade / Argentine Nightshade / Green Nightshade / Hairy Nightshade

The contractor shall provide all seed tag labels to the Engineer. No payment will be made for seed until tag labels and Certificates of Analysis from all seed to be used on the project have been submitted as specified.

Both the contractor and the seed supplier shall store seed under dry conditions, at temperatures of between 35 ºF and 120 ºF, and out of direct sunlight. Prior to using the seed, the contractor, as well as seed supplier, shall both provide a certification letter to the Engineer verifying that the seed was stored as specified herein.

Legume seed shall be inoculated with appropriate bacteria cultures approved by the Engineer, in accordance with the culture manufacturer's instructions.

Tetrazolium staining shall be acceptable to test for germination and hard seed. Cut or fill testing will not be allowed. As directed by the Engineer, seeds with an expiration date past the acceptable test date or not meeting the specified conditions for storage shall be retested by the contractor. The Engineer may perform random sampling of seeds throughout the project. Mixing of the specified seed at the project site shall be under the supervision of the Engineer.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the percent germination of seeds, including hard or dormant seeds, by the percent purity.

Seed mix species and the PLS rates are shown in Table 1 below**:**

TABLE 1			
SEED MIX—for All Unpaved Disturbed Areas, Unvegetated Areas, Receiving Pervious Areas (RPA), Decentralized Stormwater Management Areas, and/or Designated Areas			
Botanical Name	**Common Name**	**PLS Rate (Pounds Per Acre)**	**Per Pound Value for Substitution (see text)**
Artemisia frigida	Fringed Sagebrush	0.1	$100
Achillea lanulosa	Western Yarrow	0.5	$40
Asclepias speciosa	Showy Milkweed	1	$150
Bouteloua curtipendula	Sideoats Grama	2.5	$12

cv. Vaughn *			
Balsamorhiza sagittata	Arrowleaf Balsamroot	2	$70
Cleome serrulata	Rocky Mountain Beeplant	5	$30
Dalea purpurea	Violet Prairie Clover	3	$40
Gaillardia aristata	Blanket Flower	1	$20
Gaillardia pulchella	Firewheel	0.5	$20
Festuca arizonica	Arizona Fescue	0.5	$16
Hedysarum boreale	Boreal Sweet-Vetch	2	$100
Koeleria macrantha	Prairie Junegrass	0.5	$30
Lupinus argenteus	Silvery Lupine	2	$75
Linum lewisii	Blue Flax	2	$10
Oryzopsis hymenoides	Indian Ricegrass	2	$10
Penstemon eatonii	Firecracker Penstemon	1	$80
Poa fendleriana	Muttongrass	0.5	$60
Pascopyrum smithii	Western Wheatgrass	3	$16
Penstemon strictus	Rocky Mountain Penstemon	1.5	$60
Ratibida columnaris	Yellow Prairie Coneflower	0.5	$20
Ratibida columnaris forma pulcherrima	Red Mexican Hat	0.5	$20
Sporobolus cryptandrus	Sand Dropseed	0.1	$10
Sitanion hystrix (Elymus elymoides)	Squirrel-tail Grass	2	$45
Schizachyrium scoparium	Little Bluestem	1	$15
Estimated Per Acre Subtotal Value for Seeds Only			**$ 1,437.00**

***** Niner may be furnished if Vaughn is determined by Roadside Development as unavailable from seed sources.

(B) Seed Substitution:

No substitution of the contract-specified seed will be allowed unless evidence is submitted documenting that the contractor has made a diligent effort to obtain the contract-specified seed from either seed suppliers or collectors, and that the contract-specified seed will not become available prior to the time specified for seeding in the contractor's approved construction schedule.

The contractor may also request a substitution if the lowest price available for the contract-specified seed is greater than two times the value shown in Table 1. The contractor shall provide documentation from a minimum of three seed suppliers or collectors supporting such request. Documentation shall include copies of the invoices from each supplier or collector. Only those invoices obtained within three weeks of the time specified for seeding in the contractor's approved construction schedule will be acceptable.

Should a substitution of the contract-specified seed be requested for one of the two reasons specified above, and the contractor's documentation is approved by the Engineer, the Department's Roadside Development Section will specify an alternate seed within five working days of the Engineer's approval of the contractor's documentation. The alternate seed will only be allowed when there is an insufficient quantity of the contract-specified seed, as determined in the previous two paragraphs, for the areas to be seeded as called for herein or as required for erosion control. The contractor shall obtain and apply the alternate seed, as required, to all such remaining areas. Unless otherwise approved by the Engineer, the approved alternate seed will only be allowed until such time that contract-specified seed meeting the availability and price requirements specified herein can be provided.

For each pound of contract-specified seed not provided by the contractor, the value indicated in Table 1 will be deducted from the contract amount. The price per pound for the alternate seed selected by the Department, as specified above, will be determined in accordance with Subsection 109.04(D)(2) of the specifications. No additional adjustments will be made for substituting the alternate seed, the costs being considered as included in the contract item for seeding.

No payment will be made for areas seeded with unapproved seed. No payment will be made for areas seeded until the entire approved seed mix (including all authorized seed substitutions/adjustments) is executed.

2.03 Tacking Agent:

Tacking agent shall be a naturally occurring organic compound and shall be non-toxic. The tacking agent shall be a product typically used for binding soil and mulch in seeding or erosion control operations. Approved types shall consist of mucilage or gum by dry weight as active ingredient obtained from guar or plantago. The tacking agent shall be labeled indicating the type and mucilage purity.

The contractor shall have the tacking agent swell volume tested by an approved testing laboratory using the USP method. The standard swell volume shall be considered as 30 milliliters per gram. Material shall have a swell volume of at least 24 milliliters per gram. Certified laboratory test results for homogenous consistency shall be furnished to the Engineer for each shipment of tacking agent to be used on project areas. Tacking agent rates shall be adjusted to compensate for swell volume variation. Material tested with lesser swell volume shall have the tacking agent rate increased by the same percentage of decrease in swell volume from the standard 30 milliliters per gram. Material tested with greater volume may reduce tacking agent rates by the same percentage of increase in swell volume from the standard 30 milliliters per gram. Tacking agent shall be pure material without starches, bentonite, or other compounds that would alter the swell volume test results of mucilage, or the effectiveness of the tacking.

2.04 Thermally-Refined Wood Fiber:

Wood cellulose fiber mulch shall conform to the requirements of Subsection 805-2.03 of the Standard Specifications, except as modified herein, and shall be from thermo-mechanically processed wood, processed to contain no growth germination inhibiting factors. The mulch

shall be from virgin wood manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form homogenous slurry. Paper products will not be considered as virgin wood. The thermally-refined wood fiber mulch shall have the properties shown in Table 2 below:

TABLE 2	
Virgin Wood Cellulose Fiber	90% min.
Recycled Cellulose Fiber	10% max.
Ash Content	0.8% +/-0.3%
pH	4.5 +/-1.0
Water Holding Capacity	10 : 1 (water : fiber) Min.

2.05 Weed Free Straw Mulch:

(A) General:

Straw mulch including barley straw shall conform to the requirements of Subsection 805-2.03 of the Standard Specifications, except as modified herein, and shall be from the current season's crop. A letter of certification from the supplier shall be required stating that the straw was baled less than twelve months from the delivery date. Additionally, a bill of sale for straw material shall be presented for a Construction PLA's evaluation within context from reliable sources through the Engineer.

All straw, including hydraulically applied straw, shall be free from noxious weeds in compliance with the standards and procedures of the North American Weed Management Association (NAWMA) or the Arizona Crop Improvement Association (ACIA). The contractor shall provide documentation, including a transit certificate, and appropriate labels and/or marking twine, from the ACIA or NAWMA that straw materials to be used for mulch are free of noxious weeds. The straw shall be accompanied by the certification, labels and/or marking twine at the time of delivery to the project site. Straw delivered to the project without such information will be rejected, and promptly removed from the project.

Rye straw and oat straw will not be acceptable.

(B) Weed Free Straw Mulch for Hydraulic Application:

Hydraulically applied straw mulch shall be wheat, barley, or rice straw processed to various particle sizes, mixed with water and tacking material, and applied as a non-clogging slurry using a hydroseeder. A minimum of 70 percent (70%) of the wheat, barley, or rice straw in the mix shall be not less than 1/2 inch ± 1/4 inch in length. Straw particles may be longer provided that the particles can be used with the selected hydroseeder without clogging. Hydraulically applied straw mulch, as furnished by the manufacturer, may contain up to ten (10) percent paper or cotton materials in dry weight. Hydraulically applied straw mulch shall also contain 20 percent (20%) of wood fiber in dry weight. The combined dry weight percentage of paper, cotton, and wood fiber materials together shall be not less than 15 percent (15%) nor more than 30 percent (30%) of the hydraulically applied straw mulch. The date of installation of hydraulically applied straw mulch cover shall be less than twelve (12) months from the date of production. The date of production of hydraulically applied

straw mulch material shall be presented for a Construction PLA's verification through the Engineer. All hydraulically applied straw mulch material shall also meet the requirements of Subsection 805-2.05 (A) stated above.

2.06 Slow-release Chemical Fertilizer and Sulfur:

Chemical fertilizer shall conform to the requirements of Subsection 805-2.06 of the specifications and shall be the kind hereafter specified. Fertilizer shall be composed of a mixture of one part sulfur-coated urea 25-4-8, one part monammonium phosphate 11-52-0, and one part methylene urea 38-0-0. The sulfur-coated urea, a blended fertilizer 25-4-8, shall have approximately 80 percent (80%) of the nitrogen defined as slow release, and contain five (5) percent Iron, ten (10) percent sulfur and trace amounts of zinc and manganese. The result shall be a 24-18-2 chemical blended fertilizer, as specified herein.

In addition to the fertilizer mixture, agricultural sulfur compounds, comprised of between 80 percent (80%) and 96 percent (96%) sulfur, shall be applied at the rate specified in Section 3.02. Chemical fertilizer and sulfur shall not be applied for the seeding area below the OHWM.

2.07 Water:

Water shall be free of oil, acid, salts or other substances which are harmful to plants. All non-potable water shall be tested for its suitability for seeding/planting with the water quality-related concerns of salinity, pathogens and contaminants. The water quality testing result shall be presented for a Construction PLA's evaluation through the Engineer. An Arizona Guide to Water Quality and Uses (web link: https://extension.arizona.edu/sites/extension.arizona.edu/files/pubs/az1610.pdf) Figure 8, Water Quality and Uses Triangle shall be considered as reference for testing result evaluation and approval.

Water Quality Standards for seeding on construction projects that reach or exceed one-contiguous-acre (≥ 1 contiguous acre) permit threshold soil/ground disturbance defined under current Arizona Pollutant Discharge Elimination System (AZPDES) Construction General Permit (CGP) and/or National Pollutant Discharge Elimination System (NPDES) CGP:

- On Arizona Non-Native Americans Land (Non-Tribal), water quality for seeding construction within 0.25-mile buffer zones of Impaired and/or Outstanding Arizona Waters (OAWs) shall meet the standards of current AZPDES CGP, as well as requirements of these Special Provisions.

The web link of ADEQ's eMaps within the State of Arizona:
https://www.azdeq.gov/emaps

- Water quality for seeding construction within Arizona Native Americans Land (Tribal) shall meet the standards of EPA-established or approved Total Maximum Daily Loads (TMDLs) under current NPDES CGP, as well as requirements of these Special Provisions.

The web link of EPA-established or approved TMDLs within the State of Arizona:
https://www.epa.gov/npdes/epas-stormwater-discharge-mapping-tools

The source of water shall be approved by a Construction PLA through the Engineer prior to use.

2.08 Compost:

Compost in bulk or furnished in containers or bags, shall consist of composted organic vegetative materials and may contain worm castings. No animal manures or city biosolids shall be used in the composting or added to the compost. Prior to being furnished on the project, compost samples shall be tested for the specified microbiological and nutrient conditions, including maturity and stability, by a testing laboratory approved for testing of organic materials. During pre-activity seeding construction meeting, compost test written results submitted to the Engineer for approval shall be within nine (9) months from the date of the official lab test.

Compost material shall be dark brown in color with the parent material composted and no longer visible. The structure shall be a mixture of fine and medium size particles and humus crumbs. The maximum particle size shall be within the capacity of the contractor's equipment for application to the constructed slopes. The odor shall be that of rich humus with no ammonia or anaerobic odors.

Bulk Compost shall also meet the requirements of Table 3:

TABLE 3	
Cation Exchange Capacity (CEC)	Greater than 45 meq/100 g
Carbon : Nitrogen Ratio (C : N)	Less than 20 : 1
pH (of extract)	5.0 – 8.5
Organic Matter Content	Greater than 30%
Total Nitrogen (not added)	Greater than 1%
Micronutrients (added)	S, Ca, Mg, Na, Fe, Al, Mn, Cu, Zn, B
Maturity Index	Greater than 50% on Maturity Index at a 10 : 1 ratio
Stability Indicator, CO_2 Evolution: Biologically Available C (BAC)	Less than 4mg CO_2-C/g OM/day is desirable. From 4 through 8mg CO_2-C/g OM/day is acceptable. Greater than 8mg CO_2-C/g OM/day is not acceptable.
The CEC lab testing method shall refer to EPA9081 at the web link: http://epa.gov/osw/hazard/testmethods/sw846/pdfs/9081.pdf	

Bulk compost is preferred and shall be applied to areas designated for seeding at the specified rate of 15 cubic yards per acre prior to final tillage for incorporation into the soil seedbed. Unless otherwise approved by the Engineer, bulk compost shall be engaged to all

areas where equipment can be operated for final tillage in order to incorporate into the soil seedbed**.** Bulk compost may be substituted with hydraulically applied compost for small sized projects that cover less than five (< 5) acres of Class II Seeding as evaluated by a Construction PLA, as well as approved by the Engineer.

The volume of bulk compost shall be measured and documented for a Construction PLA's verification and approval through the Engineer.

In areas where bulk compost cannot be applied by broadcast methods, compost shall be applied hydraulically as per the approval of the Engineer. Hydraulically applied compost shall be applied at the rate of 5 cubic yards (or 135 cubic feet) per acre to mini-benched slopes or on other approved areas for incorporation into the soil seedbed. For seeding areas 3:1 and flatter where bulk compost cannot be employed, hydraulically applied compost shall be utilized at the rate of 5 cubic yards (or 135 cubic feet) per acre as per the approval of the Engineer. Hydraulically applied compost may also be combined with seed, soil amendments and fertilizer in the same slurry prior to the final mulch cover with the approval of the Engineer.

The volume of hydraulically applied compost shall be measured and documented for a Construction PLA's verification and approval through the Engineer.

Hydraulically applied compost shall meet the requirements of Table 4 below:

TABLE 4	
Cation Exchange Capacity (CEC)	Greater than 55 meq/100 g *
Carbon : Nitrogen Ratio (C : N)	Less than 20 **:** 1
pH (of extract)	5.0 **–** 8.5
Organic Matter Content	Greater than 35%
Total Nitrogen (not added)	Greater than 1%
Micronutrients (added)	S, Ca, Mg, Na, Fe, Al, Mn, Cu, Zn, B
Stability Indicator, CO_2 Evolution: Biologically Available C (BAC)	Less than 4mg CO_2-C/g OM/day is desirable**.** From 4 through 8mg CO_2-C/g OM/day is acceptable**.** Greater than 8mg CO_2-C/g OM/day is not acceptable**.**
Moisture Content by Weight	From 15**%** through 25**%**
The CEC lab testing method shall refer to EPA9081 at the web link**:** http://epa.gov/osw/hazard/testmethods/sw846/pdfs/9081.pdf	

***** When CEC is from 50 meq/100 g through 55 meq/100 g, in order to be approved, the contractor may add 100 pounds additional Hydraulically Applied Compost per acre to compensate for the lower-than-standard CEC value.

Compost shall not be applied for the seeding area below the OHWM. The choice between bulk compost and hydraulically applied compost shall be evaluated, as well as coordinated

by a Construction PLA according to specific project conditions with the approval of the Engineer.

2.09 Soil Conditioners:

Soil conditioners, when required, will be as shown in the Special Provisions.

3.0 Construction Requirements:

3.01 General:

Seeding Operations:

At least two (2) weeks prior to beginning seeding, the contractor shall complete and submit a batch mix and seed application form to the Engineer for approval. The batch mix form will be supplied by the Engineer.

After acceptance of the form stated above, the Engineer and contractor in coordination with Construction PLA shall determine a half-acre (0.5 acre) sample demonstrative area to be seeded and mulched prior to applying seed to the remainder of the project. Both regular straw mulch and hydraulically applied straw mulch shall be applied to the sample demonstrative area, as determined during on-site pre-activity seeding construction meeting. Both straw mulches shall be representative of the materials proposed for use on the project. If the seeding and mulching procedures, as well as outcomes are acceptable by a Construction PLA, the contractor shall begin seeding operations as specified herein. Photographic Documentation of half-acre (0.5 acre) sample demonstrative seeded/mulched area shall be recorded and submitted to a Construction PLA, as comparative standard representation (mandatory visual reference) for Seeding Acceptance under Subsection 3.07 stated below.

The contractor shall notify the Engineer at least two (2) days prior to commencing any phase of seeding operations for the remainder of the project.

The equipment and methods used to distribute seeding materials shall provide an even and uniform application of seed, mulch, and other materials at the specified rates.
It is the contractor's responsibility to furnish all suitable equipment for soil tillage, seeding, and mulching at no additional cost to the Department.

Unless specified otherwise in the Special Provisions, seeding operations shall not be performed on undisturbed soil outside the clearing and grubbing limits of the project or on steep rock cuts.

The contractor shall coordinate the seeding operations with the grading operations to determine mobilization frequency as embankment and cut slopes are finished throughout the duration of the project. Seeding shall be done during suitable weather and soil conditions (soil–water and soil–temperature regimes) for tillage and placement of materials. Seeding operations shall not be performed below 35 degrees Fahrenheit (°F). Seeding operations shall not be performed when wind exceeds ten (10) miles per hour or, if in the opinion of the Engineer, conditions would prevent uniform application of materials or would

carry seeding materials into areas not designated for seeding. If wind exceeds ten (10) miles per hour, the seeding operation shall be evaluated by a Construction PLA and approved by the Engineer. If approved, the contractor shall perform seeding operation close to the ground surface with a hydro-seeding hose and hand-held hose-end sprayer nozzle or other equivalently effective seeding methods to guarantee all seeding materials are applied on the target area without being blown away by wind. The contractor is responsible to protect ambient air and water quality during seeding operation.

The contractor shall not expose an area greater than 750,000 square feet (≤17.22 acre) at any one location within the project limits until the seeding proposed for that portion of the project has been installed and accepted by the Engineer. Seeding shall be accomplished within 14 days after slopes and disturbed areas have been completed. Seeding operations shall comply with Subsection 104.09 and the applicable portions of Section 203 of the specifications, and as directed by the Engineer.

Frequent mobilizations may be required to accomplish seeding as specified herein. The Department will consider the cost of such multiple mobilizations to be included in the price bid for the seeding. No adjustments will be made to the contract for the number of seeding mobilization activities. Should the contractor fail to provide seeding for a sub-area as specified herein, the Engineer will immediately notify the contractor of such non-compliance. Should the contractor fail to immediately remedy the unstabilized area, the Engineer may suspend work until such seeding stabilization has been completed, or proceed to provide the necessary seeding stabilization. The entire cost of such work will be deducted from the monies due or to become due to the contractor. In addition, no adjustment to the contract time will be made for suspensions resulting from the contractor's failure to provide seeding for a sub-area within the time periods specified herein.

3.02 Tillage:

Where equipment can operate, the area to be seeded shall be prepared with a ripper bar, chisel plow, or with other devices to provide thorough soil cultivation to the depth specified below. It is the contractor's responsibility to furnish all suitable equipment for soil tillage at no additional cost to the Department.

Where equipment is not suitable for operation, hand tillage and/or other manual methods shall be utilized as approved by the Engineer. Tillage depth shall follow the requirements specified herein in accordance with assessment/measurement from a Construction PLA, as well as acceptance by the Engineer.

For areas too steep to be prepared for seeding after the slope has been completed, as determined by the Engineer, tillage shall be accomplished with appropriate equipment as the slope is being constructed. On slope areas, all tillage shall be horizontal and parallel to the contours of the areas involved in order to create a roughened surface condition to reduce stormwater runoff velocity and volume. All seeding areas suitable for tillage shall be pre-tilled to promote on-site stormwater infiltration and alleviate stormwater surface runoffs, as a part of stormwater peak flow and Volume Reduction Approaches (VRAs). All seeding areas suitable for tillage shall be adequately pre-tilled to minimize pollutant loads anticipated in nonpoint source stormwater runoffs. All project areas eroded shall be restored to the specified condition, grade, and slope as directed prior to seeding.

Cut slopes shall be prepared with ridges and deep tillage, or shall be mini-benched so as to detain rainwater/moisture close to its source. On fill slopes, the operations shall be conducted in such a manner as to form minor ridges thereon to assist in retarding runoff associated erosion/pollution and favor germination of the seed through detaining rainwater/moisture close to its source.

Except as specified herein, slopes shall be constructed in accordance with Subsection 203-3.03(B) of the specifications. Cut slopes flatter than 3:1 (horizontal to vertical) shall be tilled a minimum of 12 inches in depth, and fill slopes flatter than 3:1 shall be tilled to a six-inch minimum depth. All slopes steeper than 3:1, and areas which could potentially be affected by underground utilities, shall be tilled to a minimum six (6) inches in depth, and left in a roughened surface condition as they are constructed.

Track-walking or imprinting of rocky new fill slopes through mechanical methods in lieu of tillage may be allowable if accepted by a Construction PLA, through the Engineer. All final impression marks generated by track-walking or imprinting shall be horizontal and parallel to the contours of slope areas involved in order to create a roughened surface condition and reduce stormwater runoff velocity, enhance erosion/sediment control, as well as energy/velocity dissipation.

Tillage shall be a minimum of two (2) inches in depth for the first ten (10) feet from the toe of AC wedge including shoulder build-up areas (edge of pavement build-up areas) or from the outside edge of curb and gutter.

Care shall be taken during the seeding operations to prevent damage to existing trees and shrubs in the seeding area in accordance with the requirements of Subsection 107.11 of the specifications.

Tillage may require passing the equipment over the area several times to provide thorough soil cultivation. Furrows from tillage shall be no more than 12 inches apart. No work shall be done when the moisture content of the soil is unfavorable to tillage.

All competitive vegetation shall be uprooted prior to seeding and the soil shall be left in a friable roughened surface condition free of clods or large stones over four (4) inches in any dimension, and other foreign material that would interfere with the seeding operation. Exposed stones larger than four (4) inches shall be removed and disposed of in an approved manner prior to grading and seeding. Invasive and non-native weed species shall be eradicated according to MISCELLANEOUS WORK (CONTROL OF NOXIOUS PLANTS) of these Special Provisions whenever applicable.

All disturbed soil areas covered with existing chipped wood materials and/or native plant residues, that will not interfere with the tillage operation, shall be tilled for incorporation into the soil along with chemical fertilizer, as well as soil amendments (sulfur and compost) prior to final tillage and seeding.

Regardless of the method of seeding application, all areas prepared with tilling shall have chemical fertilizer and soil amendments (sulfur and compost) uniformly applied and incorporated (disked) into the soil prior to final tillage and seeding.

Chemical fertilizer and sulfur shall be applied at the rate of 200 pounds each per acre. Bulk compost shall be applied at the rate of 15 cubic yards per acre.

Unless otherwise approved by the Engineer, bulk compost shall be applied using broadcast methods to all areas where equipment can be operated. For areas where bulk compost cannot be applied by broadcast methods, as evaluated by a Construction PLA and determined by the Engineer, compost shall be applied hydraulically at the rate specified in Section 2.08 above. Hydraulically applied compost shall not be combined with final mulch cover in the same slurry. However, seed, sulfur and fertilizer may be utilized together with hydraulically applied compost in the same slurry with the approval of the Engineer. Final mulch cover shall be installed on top of all seeded areas as a separate construction sub-phase.

Slopes 3:1 and flatter shall have fertilizer, sulfur, and compost tilled/disked into a minimum of the top four (4) inches of the surface. Slopes steeper than 3:1 shall have fertilizer, sulfur, and compost uniformly broadcast for incorporation into the soil as directed by the Engineer. Unless otherwise operated together with hydraulically applied compost for the approved locations, fertilizer and sulfur shall not be applied hydraulically to areas for seeding.

Tillage shall not be applied for the seeding area below the OHWM.

For mini-benched slopes, fertilizer, compost, and sulfur shall be applied at the specified rates with no tillage or incorporation.

Seeding shall not initiate until all tillage areas and/or mini-benched slopes are accomplished as approved by a Construction PLA through the Engineer.

3.03 Seeding:

(A) General:

Drill seeding with straw mulch shall be considered as the preferred method of seed application when practicable. Unless otherwise approved by the Engineer, drill seeding shall be used for all areas with slopes of 3:1 or less.

Hydroseeding shall be the alternative method for seed distribution for slopes in excess of 3:1, and where drill seeding is not practicable or suitable for soil conditions and seed types, as determined by the Engineer.

Seeds not suitable for drill seeding and hydroseeding methods shall be broadcast manually. Areas to be seeded manually shall be completed after the final soil tillage and prior to any drill or hydroseeding.

Regardless of the seeding method(s), the contractor is responsible to guarantee intimate seed-soil contact. Seed application on top of straw mulch cover or hydraulically applied straw mulch cover shall be rejected. To guarantee intimate seed-soil contact, seed application on top of existing exposed chipped wood materials and/or plant residues ground cover shall be rejected.

Final straw mulch cover or hydraulically applied straw mulch cover shall be applied on all seeded areas, as specified in Sections 3.04 and/or 3.05, within 24 hours of seed application. Seeding application shall be accomplished prior to installation of straw mulch cover or hydraulically applied straw mulch cover. Combining the seed application process with the mulching process will not be acceptable. By implementing Low Impact Development (LID) source-control measure, the contractor shall install final straw mulch cover or hydraulically applied final straw mulch cover to minimize raindrop splash erosion and wind erosion/dust, as close as possible at the source of disturbance to protect all seeded areas. Thermally-refined wood fiber shall not be utilized solely as final mulch cover to protect all seeded areas. Seeds shall be neither exposed nor visible after the installation of straw mulch cover or hydraulically applied straw mulch cover.

Unless otherwise specified in the Special Provisions, Class II seeding areas shall not be watered after planting.

(B) Drill Method:

After the tillage and incorporation of fertilizer, sulfur, and compost is completed and accepted by the Engineer, seed shall be planted with a drill seeder capable of accurately metering the specific seed mix. Use of a drill seeder shall not damage the prepared seedbed, and shall provide a soil cover over the planted seed.

Seed shall be planted approximately 1/4 inch deep, with a maximum depth of 1/2 inch. The distance between the furrows produced using the drill process shall not be more than eight (8) inches. If the furrow openers on the drill exceed eight (8) inches, the area shall be drilled twice. Seeding shall be done with grass seeding equipment with double disc openers, depth bands, packer wheels or drag chains, rate control attachments, seed boxes with agitators and separate boxes for small seed. Seed of different sizes shall be sowed from at least two (2) separate boxes adjusted or set to provide the planting rate as specified.

(C) Hydroseed Method:

Areas and seed types not suitable for drill-seeding, as determined by the Engineer, shall be hydroseeded. The contract-specified seed shall be applied in a slurry containing 200 pounds of thermally-refined wood fiber and a minimum of 40 pounds tacking agent per acre. Seed shall not be in the slurry for more than 30 minutes. Hydroseeded areas shall have 100 percent (100%) coverage from all directions as evaluated by a Construction PLA, as well as approved by the Engineer. Hydroseeded areas shall also be mulched, as specified in Sections 3.04 or 3.05, within 24 hours of application of the seed.

(D) Manual Application:

Manually applied seeds shall be broadcast evenly to produce uniform distribution over the seeded areas.

3.04 Applying Straw Mulch as Final Mulch Cover on Top of Seeded Areas:

(A) General:

Within 24 hours after each area is planted, straw mulch shall be uniformly applied at the minimum rate of 2 1⁄2 tons per acre for areas to be crimped and tacked, and minimum two (2) tons per acre for tacked-only areas. Except for edge of pavement build-up areas, and unless otherwise specified by the Engineer, straw mulch shall be applied to all seeded areas. Areas to receive hydraulically applied straw mulch, if directed by the Engineer, shall be mulched in accordance with Section 3.05.

During seeding and mulching operations, care shall be exercised to prevent drift and displacement of materials. Mulch material which is placed upon trees and shrubs, roadways, structures, and upon any areas where mulching is not specified, or which is placed in excessive depths on mulching areas, shall be removed as directed. Mulch materials which are deposited in a matted condition shall be loosened and uniformly spread to the specified depth over the mulching areas. Any unevenness in materials shall be immediately corrected by the contractor. In addition, the contractor shall minimize production of dust or other airborne particulate matter during application of straw mulch, either by moistening the straw, modifying equipment with misters, or through other means approved by the Engineer.

Except as specified in the next paragraph, straw mulch applied to seeded areas shall be immediately affixed by crimping and tacking after application. No mulch shall be applied to seeding areas which cannot be crimped and⁄or tacked by the end of each day. Any drifting or displacement of mulch before crimping and⁄or tacking shall be corrected by the contractor at no additional cost to the Department.

Crimping shall not be required for areas that are steeper than 3:1. Crimping may also be waived, when specifically directed by the Engineer, for drill seeded or hydroseeded areas with rocky conditions or other areas deemed unsuitable by the Engineer for crimping. Straw mulch applied to such areas shall only be tacked, as specified in Subsection 3.04(C) below.

Prior to the application of a tacking agent, protective covering shall be placed on all structures and objects where stains would be objectionable. All necessary precautions shall be taken to protect the traveling public and vehicles from damage due to drifting spray.

(B) Anchorage by Crimping:

Except as specified above in 3.04(A), crimping shall be required for all straw mulched areas. Straw mulch shall be anchored into the soil with a heavy disc. Discs shall be flat and serrated, with at least 1⁄4 inch thickness having dull edges, and spaced no more than nine (9) inches apart. Straw mulch shall be anchored to a depth of at least two (2) inches and shall not be covered with an excessive amount of soil. Anchoring operations shall be across the slopes where practical, with no more than two (2) passes of the anchoring equipment. Immediately following the crimping operation, the crimped area shall be tacked as specified in Subsection 3.04(C) below.

(C) Anchorage by Tacking:

Straw mulch shall be anchored by tacking, using a slurry consisting of a minimum of 150 pounds of tacking agent, 500 pounds of thermally refined wood fiber mulch, and 300 gallons of water per acre. The contractor may increase the quantities of components to ensure the stability of the straw mulch to provide erosion control during the 45-calendar-day maintenance period at no additional cost to the Department.

3.05 Hydraulically Applied Straw Mulch with Tacking Agent as Final Mulch Cover on Top of Seeded Areas:

Areas seeded but not practical for straw mulch, as determined by the Engineer, shall have hydraulically applied straw mulch with tacking agent applied at the variable rates shown in the Table 5 below.

TABLE 5

Slope (H:V)	Hydraulically Applied Straw Mulch (pounds per acre – dry weight)	Tacking Agent (pounds pure mucilage per acre – dry weight)	Thermally-Refined Wood Fiber (pounds per acre – dry weight)
Flat to 6:1	2,000	150	400
From greater than 6:1 to 3:1	2,500	150	500
Greater than 3:1	3,000	200	600
Erosive Soil Slopes or Highly Erosive Areas*	3,500	250	700
* As determined by Engineer			

The contractor shall submit a batch (tank) mix quantity schedule for mulch application to the Engineer for approval prior to mixing hydraulically applied straw mulch, thermally-refined wood fiber, and tacking agent in a slurry. Batch mixing and coverage will be monitored throughout the seeding operations. The contractor shall coordinate the mixing and application operations with the Engineer in advance of all mixing. Fertilizer or seed shall not be mixed into any slurry for temporary erosion control mulch application. To guarantee intimate seed-soil contact, seed shall not be mixed into any slurry with hydraulically applied straw mulch as final mulch cover.

3.06 Shoulder Build-up Areas — Edge of Pavement Build-up Areas:

Seeding shall be applied to all new earthen and milled asphaltic concrete edge of pavement build-up areas. Edge of pavement build-up areas shall be tilled two (2) inches deep from the toe of AC wedge to the toe of the edge of pavement build-up area prior to seeding.

After the two-inch tillage is complete, compost, fertilizer, seeding, and mulching shall be done in three (3) separate steps. For the first step, fertilizer and compost shall be broadcast evenly over both types of edge of pavement build-up areas. For the next step, seed shall be applied by hydroseeding for both types of areas. For the third step, seeded edge of

pavement build-ups comprised of milled asphaltic concrete shall have hydraulically applied straw mulch and tacking agent applied, and earthen edge of pavement build-up areas shall have straw mulch or hydraulically applied straw mulch applied, with a tacking agent in either case. No crimping shall be required.

The application rate of hydraulically applied straw mulch and tacking agent shall be as specified in Table 5 above.

3.07 Seeding Acceptance:

After application the Engineer will inspect seeded areas or sub-areas for conformance to the contract requirements. The contractor shall correct, to the satisfaction of the Engineer, any areas not conforming to the specifications. The 45-calendar-day seeding maintenance period will begin upon acceptance of the area by a Construction PLA through the Engineer.

The contractor shall maintain and stabilize each area or sub-area, including edge of pavement build-up areas, for a minimum period of 45 calendar days after application of the seeding and mulching materials as evaluated by a Construction PLA, as well as approved by the Engineer. Any areas damaged from erosion, or that have less than 90 percent (< 90%) of remaining final mulch cover, shall be re-seeded, re-mulched, and re-tacked at no additional cost to the Department. The Construction PLA shall assess the seeded area in comparison to the pre-established half-acre (0.5 acre) sample demonstrative area for Class II Seeding to determine the necessity of re-seeding, re-mulching, and re-tacking.

Except for projects with Landscape Establishment, seeding shall be completed, including the 45-calendar-day maintenance period, prior to final acceptance, or sooner if required in the SWPPP or elsewhere in the contract documents. Seeding used as part of a landscape project shall be completed, including the 45-calendar-day maintenance period, before the end of the Substantial Completion.

4.0 Method of Measurement:

Seeding (Class II) will be measured by the acre, to the nearest one acre of ground surface seeded. Measurements will be along the ground surface for the areas seeded and mulched, as approved by the Engineer.

5.0 Basis of Payment:

During pre-activity construction meeting, the contractor in conjunction with Engineer shall verify and be in agreement with the quantity of seeding areas as evaluated by a Construction PLA. The quantity of areas to be seeded shall be in compliance with environmental requirements.

The accepted quantities for Seeding (Class II), measured as provided above, will be paid in two (2) phases corresponding to the application stage and the 45-calendar-day maintenance stage.

Upon completion of the application stage through evaluation by a Construction PLA and acceptance by the Engineer in the presence of contractor, the contractor will be paid 70

percent (70%) of the contract bid price per acre for the completed work. Such price will be considered full compensation for furnishing and applying the contract-specified seed mix, fertilizers, soil amendments, tillage, mulch materials, and tacking agent, all required testing, and all equipment and labor required to complete the work as specified herein.

Upon completion of the 45-calendar-day maintenance stage, and final acceptance by a Construction PLA through the Engineer, the contractor will be paid remaining 30 percent (30%) of the contract bid price per acre for the completed work. Such price will be considered full compensation for seeding maintenance, including all equipment, labor, and materials required to correct deficiencies in seeded, mulched areas, as specified herein.

No measurement or payment will be made for the mobilizations required to apply and stabilize the seeding for each area or sub-area, as specified herein, the cost being considered as included in the contract price for Seeding (Class II).

An adjustment to the contract will be made if a contractor-requested seed substitution is approved as specified in Subsection 2.02(B) above.

SECTION 810 — EROSION CONTROL AND POLLUTION PREVENTION

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

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

ITEM 8101014 – EROSION CONTROL (CURB INLET PROTECTION):

Description:

The work under this item consists of furnishing, installing, maintaining, removing and disposing curb inlet protection for curb inlets without grates pads in accordance with the details shown on the project plans.

Materials:

The contractor shall provide a low profile curb inlet protection device:

Size: The contractor shall furnish “L”-shaped low profile curb inlet protection device with a maximum vertical height of 8 inches and a maximum horizontal anchor/seal flap dimension of 8 inches. The vertical and horizontal components shall not protrude horizontally from the

curb surface or vertically from the gutter pan surface by more than 0.5 in.

Structure: The contractor shall furnish low profile curb inlet protection device manufactured from non- biodegradable materials. It shall be UV stable, resist cracking or performance deterioration from sunlight for 4 years. System shall be made from recyclable material. Filter material shall be laminated between and protected by semi-rigid layers of a polymeric matrix made from high density polyethylene (HDPE recyclable as #2) or polyethylene terephthalate (PET recyclable as #1). Service temperature shall be from -30 to 160 deg F.

Flow Rate**:** The contractor shall furnish low profile curb inlet protection device containing an integrated filter fabric with a minimum clean water flow-through rate between 130 and 180 gallons per square foot per minute and a percentage-open-area of 9% to 13%.

High-Flow-Bypass / Debris Screen: The contractor shall furnish low profile curb inlet protection device with a high-flow-bypass/debris-screen. The high-flow-bypass/debris-screen area should be greater than 2.5 square feet per unit and allow a minimum clean water flow-through rate greater than 1000 gallons per square foot. The high-flow-bypass/debris screen should be made from a semi-rigid layer of a polymeric matrix made from either high density polyethylene (HDPE recyclable as #2) or polyethylene terephthalate (PET recyclable as #1).

Single unit Construction: The contractor shall furnish low profile curb inlet protection device with the horizontal anchor flap/seal and vertical curb opening filter/cover constructed as a single unit.

Underflow Seal: The contractor shall furnish low profile curb inlet protection device with an underflow seal gasket to prevent sediment laden water from flowing under the filtering system.

Reinforcement brackets: The contractor shall furnish low profile curb inlet device with a bracketing system to prevent the device from getting pushed into the storm drain system during high flow events. Provide brackets that can be extended vertically to the top of the curb opening facia if the curb opening height is higher than 7.0 inches.

Construction Requirements:

The contractor shall install low profile curb inlet protection device with the anchor flap facing upstream toward the street. The contractor shall place small gravel bags containing clean, pea-sized graded gravel on each end of the flap and butt the bags tightly against the curb to keep water in the gutter from flowing behind the filter. Additional bags shall be placed on the flap as necessary; however, bags shall be kept in the gutter pan, and off the street (asphalt) for safety reasons. The bag shall be durable enough to last the period of intended use. If the storm inlet opening exceeds 5.0 feet in length, overlap first module by 6 inches over end of adjoining module for a continuous run until the desired length is achieved. When overlapping, note the gasket material under the flap is cut-out where the flap of top module sits on flap of bottom module. The contractor shall tie segments together with black UV resistant zip ties or 16 gauge galvanized wire as shown in the installation instructions. The contractor may reuse low profile curb inlet protection device when allowed by the Engineer.

The contractor shall perform maintenance as required. The contractor shall inspect following rainfall events and at least daily during prolonged rainfall. The contractor shall maintain to provide an adequate sediment holding capacity. Trash shall be removed daily and sediment shall be removed when the sediment accumulation reaches 1 inch by contractor. Removed sediment shall be incorporated in the project at designated locations or disposed-of outside the project or in conformance with requirements by contractor. The contractor shall remove the device after final stabilization has been achieved.

The location of the curb inlet protection shown on the plans may be adjusted as directed by the Engineer.

The contractor shall remove and dispose of curb inlet protection materials associated with this item of work at the time approved by the Engineer.

Method of Measurement:

Erosion Control (Curb Inlet Protection) will be measured by the linear foot of curb inlet protection installed, maintained, removed and disposed.

Basis of Payment:

The accepted quantities of this item, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work complete in place including installation, maintaining, removing and disposing.

No additional payment will be made for the gravel bags, the cost being considered included in the contract item.

ITEM 8101018 – EROSION CONTROL (STABILIZED CONSTRUCTION ENTRANCE/EXIT GRAVEL PAD):

Description:

The work under this item shall consist of installing the Erosion/Sediment Control Gravel Pad Best Management Practice (BMP) for Stabilized Construction Entrance/Exit as shown on the project plans and specified herein.

Materials:

The rock mulch shall be Gradation C, angular in shape and conform to the requirements of Subsections 803-2.03 and 810-2.03 of the specifications. The Bulk Specific Gravity (Saturated Surface Dry) shall be determined in accordance with the requirements of AASHTO T 85 and shall be a minimum of 2.4.

The nonwoven very high survivability geotextile fabric shall conform to the requirements of Subsection 1014-4.04(A) of the specifications.

Construction Requirements:

The bed for the rock mulch shall be shaped and leveled to provide even surfaces and at a depth to accommodate the rock size and depth of rock mulch as specified on the project plans.

The contractor shall install geotextile fabric when water is applied for construction vehicle/equipment cleaning on gravel pad.

The contractor shall remove and dispose of all rock mulch and geotextile fabric when project gravel pad is no longer in use. The gravel pad area shall be backfilled, graded and compacted in accordance with the requirements of Subsection 202-3 of the specifications.

Method of Measurement:

Item 8101018 - Erosion Control (Stabilized Construction Entrance**/**Exit Gravel Pad) will be measured by the square yard installed.

SECTION 908 CONCRETE CURBS, GUTTERS, SIDEWALKS AND DRIVEWAYS:

908-3 **Construction Requirements:** of the Standard Specifications is modified to add:

Aggregate base shall be installed under sidewalk, curb and gutter, and sidewalk ramp where shown on the plans and details.

Aggregate base shall be in accordance with the requirements specified in Section 303 of the specifications.

908-4 **Method of Measurement:** the third paragraph of the Standard Specifications is revised to read:

Concrete sidewalk ramps, of the type shown on the plans, will be measured by the square foot of area constructed, including detectable warning strip, ramp curb, and variable width gutter. Measurement will be made in accordance with the dimensions shown on the plans.

908-4 **Basis of Payment:** the first and second paragraph of the Standard Specifications is revised to read:

The accepted quantities of concrete single curb, curb and gutter, valley gutter, sidewalk and driveway, measured as provided above, will be paid for at the contract unit price per linear foot or square foot, which price shall be full compensation for the work, complete in place, including furnishing and placing embankment material, excavating, furnishing and placing aggregate base, subgrade preparation, removing unstable material, backfilling and compacting.

The accepted quantities of sidewalk ramp, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work,

complete in place, including furnishing and placing embankment material, excavating, removing unsuitable material, subgrade preparation, backfilling and compacting, surface finishing, and furnishing and installing the detectable warning strip.

ITEM 9080041 – CONCRETE CURB (TYPE A1):
ITEM 9080084 – CONCRETE CURB AND GUTTER (DETAIL A):
ITEM 9080297 – CONCRETE SIDEWALK RAMP (DETAIL B):
ITEM 9080299 – CONCRETE SIDEWALK RAMP (DETAIL C):

Description:

The work under these items shall consist of constructing CONCRETE CURB (TYPE A1), CONCRETE CURB AND GUTTER (DETAIL A), CONCRETE SIDEWALK RAMP (DETAIL B), and CONCRETE SIDEWALK RAMP (DETAIL C) as shown on the project plans and in accordance with plan details and the requirements of these specifications including excavation, backfill, detectable warning strips, curb ramps, aggregate base, and appurtenances, complete and in place.

Materials:

All materials shall conform to Section 303 and Section 908 of the specifications.

Construction Requirements:

All work to be performed under this subsection shall conform to Section 908 of the specifications. CONCRETE CURB (TYPE A1), CONCRETE CURB AND GUTTER (DETAIL A), CONCRETE SIDEWALK RAMP (DETAIL B), and CONCRETE SIDEWALK RAMP (DETAIL C) shall be installed per the details in the plans.

Method of Measurement:

Measurement for CONCRETE CURB (TYPE A1) and CONCRETE CURB AND GUTTER (DETAIL A) will be measured by the linear foot.

Measurement for CONCRETE SIDEWALK RAMP (DETAIL B) and CONCRETE SIDEWALK RAMP (DETAIL C) will be measured by the square foot. Variable width gutter shall be measured and paid for as part of CONCRETE SIDEWALK RAMP (DETAIL C).

Basis of Payment:

Payment for CONCRETE CURB (TYPE A1) and CONCRETE CURB AND GUTTER (DETAIL A), measured as provided above, will be made at the contract unit price per linear foot, which price shall be full compensation for the work complete in place.

Payment for CONCRETE SIDEWALK RAMP (DETAIL B) and CONCRETE SIDEWALK RAMP (DETAIL C), measured as provided above, will be made at the contract unit price per square foot, which price shall be full compensation for the work complete in place.

(923OJTNGL, 09/17/20)

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

SECTION 923 ON-THE-JOB TRAINING WITHOUT GOALS:

923-1 Description:

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

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

923-1.01 General:

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

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. Trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. The ratio of apprentices and OJT Trainees to journeymen shall not be greater than permitted by the terms of the approved training program being utilized.

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

923-1.02 Definitions:

Banking-Carryover Hours:

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

Business Engagement and Compliance Office (BECO):

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

Classification/Craft:

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

Disadvantaged Persons:

A person who meets one of the following:

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

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

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

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

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

Journeyman:

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

OJT Trainee:

A person who is:

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

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

923-1.03 Computation of Time:

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

923-1.04 OJT Training Programs:

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

The Department recognizes the following OJT Training programs:

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

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

Approval of a training program other than those specified above to be used for the contract must be approved by the Department or FHWA prior to the trainee commencing work on the classification covered by the program. Contractors intending to submit a training program for approval prior to the start of a contract must submit the program as soon as possible after notification of contract award as approval of a training program may take up to four weeks. Several FHWA approved training program templates for specified classifications are available on the BECO website.

The contractor shall furnish each trainee with a copy of the Training Program the trainee is

enrolled in, and other documentation related to the training program. The contractor shall provide training that develops the skills outlined in the training program. Multiple OJT training programs can be used on the project.

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

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

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

923-1.05 OJT Liaison:

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

923-2 Online Resources:

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

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

923-3 Requirements:

923-3.01 Documentation:

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

(A) OJT Enrollment and Progression:

(1) OJT Enrollment:

OJT Enrollment information shall be submitted through the Department's online OJT System by the contractor at least 5 days prior to a trainee's start date. OJT Enrollment information

shall be completed and includes the trainee's name and address, employment status, gender and ethnicity, training program (s), and classification/craft.

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

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

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

(2) Progression of Training and Change of Status:

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

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

923-3.02 Training Program Completion:

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

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

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

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

923-3.03 Banking-Carryover Hours:

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

923-3.04 OJT Project Completion and Banked Hours Request:

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

923-4 Method of Measurement:

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

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

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

923-5 Basis of Payment:

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

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

(A) Contributes to the cost of the training,

(B) Provides the instruction to the trainee

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

923-6 Monitoring:

(A) Monthly Reporting:

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

(B) Site Visits:

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

ITEM 9240046 – MISCELLANEOUS WORK (CENTER ISLAND)(DETAIL A):

Description:

The work under this item shall consist of regrading the center island of the roundabout to the form, shape and dimensions as shown on the project plans and in accordance with the requirements of the plans, Section 203 of the specifications, and these Special Provisions.

Construction Requirements:

The contractor shall be responsible for grading the center island of the roundabout as shown in the project plans. Work shall not commence until the detour is removed and shall include preparing the center of the roundabout for finished grading per the project plans. The truck apron and curbing is paid for separately.

The center island shall be graded to leave a generally smooth appearance conforming to the general shape and cross section indicated on the project plans. The final surface shall be raked smooth. All objectionable material, trash, brush, weeds and stones larger than 2 inches in diameter shall be removed from the site and disposed of in a manner acceptable to the Engineer.

Grading material shall be obtained from surplus material generated from roadway and structural excavation work. Milled asphaltic concrete shall not be used for the grading work. Each layer of the grading shall be compacted to a density of not less than 9- percent of the maximum density.

Rock mulch and seeding shall be installed in accordance with the erosion control plans, details, these Special Provisions and the specifications.

Method of Measurement:

This item will be measured by the cubic yard of material in place as described herein and detailed on the project plans.

No measurement will be made for the removal and disposal of objectionable material.

Basis of Payment:

The accepted quantity of this item, measured as provided above, will be paid for at the contract cubic yard price, which price shall be full compensation for the work complete in place.

The installation of seeding and rock mulch will be paid for under the respective contract items.

ITEM 9240118 – MISCELLANEOUS WORK (PENETRATING SEALER):

Description:

The work under this item shall consist of furnishing and placing a penetrating sealer on the front face and top of new bridge barrier surfaces in accordance with the plans, the manufacturer's recommendations, and the requirements of these Special Provisions.

Materials:

The contractor shall provide a penetrating water repellent treatment solution (penetrating sealer) consisting of an organosilicon compound dissolved in a solvent carrier. The contractor shall provide a solvent carrier that produces a hydrophobic surface covalently bonded to the concrete when applied.

Use one of the following organosilicon compounds:

- Alkyl-alkoxysilane
- Oligomerous alkyl-alkoxysiloxane.

The solution shall meet the following requirements:

- Solvent carrier leaves less than 1 percent residue upon evaporation.
- Certified to meet or exceed the performance criteria listed below based on a single application of the solution according to the manufacturer's recommended rate of coverage.
- Does not stain, discolor, or darken the concrete.
- Application does not alter the surface texture or form a coating on concrete surfaces.
- VOC content less than 600 g/L.
- Treated concrete is surface dry a maximum of 30 minutes after application.

(A) Testing Requirements

The repellent, when applied to concrete, shall meet the following requirements:

Test	Duration	Max Absorption	Method
Absorption	48 hours	1% by weight	ASTM C 642
	50 days	2% by weight	ASTM C 642
Chloride Ion Penetration	90 days	0.75 lb / yd^3	AASHTO T 259
		Depth: 0.5 inch to 1 inch	AASHTO T 260

Construction Requirements:

The contractor shall employ personnel certified by the treatment solution manufacturer to clean the concrete surface and apply the penetrating water repellent solution. The contractor shall follow the manufacturer's recommendations for surface preparation and application. A representative of the manufacturer shall be present to supervise and inspect the preparation of the sealant, the preparation of the surfaces that shall be sealed, and the application of the sealant.

Before starting work, the contractor shall provide the Engineer with the following information:

- Treatment solution, including: brand name, manufacturer's name, and a copy of the manufacturer's unabridged application procedures
- Equipment to be used
- Surface preparation methods
- Application methods
- Weather limitations
- Treatment solution manufacturer's certified personnel

Methods shown in these specifications are typical of general installations and may be modified per the System Provider's recommendations as approved by the Engineer.

(A) Equipment

All equipment for cleaning the existing concrete surface and applying the sealer system shall be in accordance with the System Provider's recommendations as approved by the Engineer prior to commencement of any work.

(B) Surface Preparation

Concrete surfaces must be clean, dry and free from oils, grease, soil, efflorescence, dust, laitance, frost, and curing compounds. Surfaces shall be cleaned per the recommendation of the manufacturer and to the satisfaction of the Engineer and the manufacturer's representative. Large areas may be blown dust free with compressed air, washed and let dry. After cleaning with water, remove excess moisture that may delay surface drying or inhibit surface penetration of the repellent treatment solution.

New concrete barrier shall be allowed to cure for at least 28 days before applying surface treatment. After rain or water cleaning, allow concrete surfaces to dry for at least 8 hours before applying penetrating water repellent treatment solution. The solution shall not be applied until the Engineer has inspected and approved the cleaning and surface preparation.

(C) Trial Application

Prior to application of the penetrating sealer, a test area must be performed to determine proper application rate, techniques and required surface preparation. The location of the

trial applications shall be as approved by the Engineer. The number of the trial applications required shall be as many as necessary for the contractor to demonstrate competency in performing the work.

(D) Application of Penetrating Sealer

The application of the penetrating sealer shall not begin until the concrete barrier is completely surface dry.

Application of the sealer will begin from the highest point; top to bottom. A low pressure (20- 30 lbs.) sprayer or roller can be used to apply a uniform coat. Succeeding passes must overlap the previous run down. Check dried area for absorption and apply second coat if necessary. The contractor shall not over apply the penetrating sealer. Application of the sealer shall be per the recommendation of the manufacturer, and to the satisfaction of the Engineer and the manufacturer's representative.

Application rates shall be:

a.20% silane applied at 60 SF/Gal
b.40% silane applied at 125 Sf/Gal
c.100% silane applied at 250 Sf/Gal

The Engineer shall perform a visual inspection of the treated barrier surfaces after application. The Engineer will accept surfaces treated per the manufacturer's recommendations.

(E) Weather Limitations

Application of the penetrating water repellent treatment solution shall be per the "Acceptable Weather Conditions During Application" and the manufacturer's recommendations, whichever is more restrictive.

Acceptable Weather Conditions During Application	
Weather Condition	**Acceptable Range**
Air or Concrete Surface Temperature	Above 40°F and within the manufacturers recommended application temperature range.
Wind Speed	Below 25 mph
Precipitation	No precipitation

(F) Control of Materials

Use penetrating water repellent treatment solution in unopened containers with numbered seals and the manufacturer's label. Ensure the manufacturer marks the containers with the following information:

- Manufacturer's name and address

- Product name
- Date of manufacture
- Expiration date
- Lot identification number

Protect materials in the original unopened containers in a storage facility that provides safe and secure storage.

Method of Measurement:

Miscellaneous Work (Penetrating Sealer) will be measured by the square foot.

Basis of Payment:

The accepted quantities of this item, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work complete in place.

ITEM 9240119 – MISCELLANEOUS WORK (ANCHOR FOR FUTURE FENCE):

Description:

The work under this item shall consist of furnishing and installing the anchor system for a future pedestrian fence at the locations shown in the plans, and in accordance with the plans and the requirements of the specifications.

Materials:

Materials shall meet the requirements of the plans and ADOT Standard Drawing SD 1.12.

Construction Requirements:

Construction requirements shall meet the requirements of the plans, ADOT Standard Drawing SD 1.12 and Section 601 of the specifications. The galvanized steel embed plates shall be placed in the top of the south bridge barrier only and shall be spaced as shown in the architectural drawings. Shop drawings showing the embed plates and their layout across the length of the bridge barrier shall be submitted to the Engineer for review and approval prior to fabrication.

Method of Measurement:

Miscellaneous Work (Anchor for Future Fence) will be measured by the unit for each.

Basis of Payment:

The accepted quantities of this item, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work complete in place.

(924CQC, 09/17/20)

ITEM 9240170 - CONTRACTOR QUALITY CONTROL:

Description:

The work under this item shall consist of furnishing all personnel, materials, supplies, facilities and equipment necessary to perform all certification of test equipment, sampling, testing, and other control actions. The work shall also include the preparation of linear control charts, Weekly Quality Control Reports, and other reports and records as described in Subsection 106.04(C) of the specifications.

Method of Measurement:

Contractor quality control will be measured for payment on a lump sum basis as a single unit of work.

Basis of Payment:

(A) General:

The accepted quantities of contractor quality control, measured as provided above, will be paid at the contract lump sum price, which price shall be full compensation for the work, complete, as described and specified herein.

Partial payments under this item will be made in accordance with the following provisions:

(1) The first partial payment price will be the lesser of 25 percent of the contract lump sum price for contractor quality control, or 1 percent of the original total contract bid amount.

(2) The remaining portion of the lump sum price will be prorated over the duration of the original contract on a monthly basis, and monthly progress payments will be made.

If adjustments to pay items covered under Contractor Quality Control are approved by supplemental agreement, an equitable adjustment to the lump sum amount for Contractor Quality Control may be made. Any adjustment to Contractor Quality Control shall be included in the supplemental agreement and the adjusted amount, less previous payments, will be prorated equally over the remaining contract period, including any related time extensions.

(B) Delinquent Reports:

Failure of the contractor to submit complete and accurate Weekly Quality Control Reports, current to the most recent Wednesday submittal date, will be grounds for the Engineer to deduct monies from the contractor's progress payment.

For each Weekly Quality Control Report that is not complete and accurate, and not submitted to the Engineer by the Wednesday submittal date specified in Subsection 106.04(C)(6), the Department will deduct $2,500.00 from the progress payment for the current month.

For each delinquent Weekly Quality Control Report submitted to the Engineer within 10 days, excluding weekends and holidays, of the original Wednesday due date, $2,000.00 will be returned on the next regular estimate, provided all of the requirements specified herein and in Subsection 106.04(C)(6) have been met, and the report is complete and accurate. No deducted monies will be returned for reports submitted more than 10 days, excluding weekends and holidays, beyond the original Wednesday due date.

All deducted monies which are retained by the Department, as specified above, are liquidated damages.

ITEM 9240181 – MISCELLANEOUS WORK (CONTROL OF NOXIOUS PLANTS) (MANUAL / MECHANICAL METHODS):
ITEM 9240182 – MISCELLANEOUS WORK (CONTROL OF NOXIOUS PLANTS) (HERBICIDE):

Description:

The work under these items shall consist of surveying, as well as controlling noxious and invasive plant species manually / mechanically and/or with the application of herbicides, in the areas designated by the Engineer, and throughout the duration of the contract, as required in a Noxious Species Control Plan (NSCP) prepared by the contractor as specified herein. When noxious or invasive plant species are determined to be present within the project limits or all anticipated construction zones, the control procedures in the NSCP shall be implemented with the approved weed management measures achieved prior to earth moving activities of infested areas.

The weed control procedures in the NSCP shall also be implemented during all stages of construction and in advance of seeding. Control of Noxious Plants through herbicide methods shall be accomplished between seven (7) and fourteen (14) calendar days prior to Clearing and Grubbing, as well as construction excavations. Control of Noxious Plants through manual / mechanical methods shall be accomplished within seven calendar days prior to Clearing and Grubbing, as well as construction excavations. Repeated treatments shall resume after Clearing and Grubbing when noxious/invasive plants occur during construction. In addition, all construction related equipment, materials, and personnel moving in and/or out of project site shall be inspected and cleaned of noxious and invasive plant species (seeds, seed heads / pods) at no additional cost to the Department.

For projects that include Landscape Establishment, as specified in Section 807 of the specifications and these Special Provisions, control of noxious and invasive plant species will also be required throughout the Landscape Establishment phase, and shall be included in the contractor's NSCP.

The contractor shall conduct repeated applications for Control of Noxious Plants throughout the entire contract time including the Landscape Establishment phase when noxious/invasive plants occur. Successive treatments along with multiple mobilizations for Control of Noxious Plants shall be conducted in accordance with invasive weeds' growing seasons at no additional cost to the Department.

The control of plant species not on the State or Federal Noxious or Invasive lists – especially Forest Service Regional/BLM lists noted below will be paid only when control is directed by the Engineer based on the original or amended NSCP approved by an ADOT construction Professional Landscape Architect (PLA) licensed in the State of Arizona.

The areas to be designated by the Engineer for Control of Noxious Plants shall be coordinated with an ADOT construction PLA. Unless the project site presents sizable monocultures or pure stands of high-density noxious and invasive plant species, the contractor shall not perform broadcast applications of glyphosate and/or other broad spectrum non-selective herbicides within the project limits. Spot-treating of identified noxious and invasive plant species patches with appropriate selective herbicides shall be conducted.

All glyphosate, as well as formulations of glyphosate-based herbicides and/or such products under the brand name / trade name of Roundup shall be cautiously evaluated for use by an ADOT construction PLA and approved by the Engineer in accordance with environmental commitments, along with site specific concerns of sensitive biological resources for native species and habitats.

The selection of appropriate treatment method(s) between herbicide versus manual/mechanical or in combination shall be proposed by the contractor within NSCP and approved by an ADOT construction PLA through the Engineer consistent with type and life stage of plant species, as well as environmental commitments. The contractor may apply the herbicide method to exterminate noxious plants first and remove the dead noxious plants by using the manual / mechanical method after herbicide treatment is successful.

Materials:

General

The contractor shall accurately follow all applicable herbicide label requirements. The herbicides to be used and the methods of application shall conform to U. S. Environmental Protection Agency (EPA), Arizona Department of Agriculture, and/or Arizona Department of Environmental Quality (ADEQ) requirements, and the product's label instructions, as approved by the Engineer. If herbicides are to be applied to potential or delineated Waters of the US as defined under Section 404 of the Clean Water Act, the contractor shall file a Notice of Intent (NOI) and Notice of Termination (NOT) to EPA and/or ADEQ for compliance with the National Pollutant Discharge Elimination System (NPDES) Pesticide General

Permit and/or Arizona Pollutant Discharge Elimination System (AZPDES) Pesticide General Permit (PGP).

All herbicides used on project, including stump treatment herbicide(s), shall be in compliance with NPDES and/or AZPDES PGP(s). The PGP NOI(s) shall be filed for herbicide(s) utilized within the Ordinary High Water Mark (OHWM) of Jurisdictional Waters of the U.S.

All materials to be used shall be listed and protocol information provided in the Noxious Species Control Plan, as specified below. The contractor shall provide the herbicides container with the original chemical label for inspection and confirmation of the chemicals used. All containers shall be disposed of as recommended by the manufacturer.

Herbicides proposed in the plan for use on projects within transportation easements on BLM and/or USFS Lands shall be in conformance with the following current environmental documents including: "Environmental Assessment for ADOT Herbicide Treatment Program on Bureau of Land Management Lands in Arizona", which is available at https://eplanning.blm.gov/eplanning-ui/project/34810/510 or the "Environmental Assessment for Management of Noxious Weeds and Hazardous Vegetation on Public Roads on National Forest System Lands in Arizona" which is available at: http://www.fs.usda.gov/main/r3/landmanagement/projects. The Environmental Documents include a list of approved Herbicides, Mitigations and Best Management Practices (BMPs), which shall be included, as appropriate, by the contractor in the submitted NSCP.

Web links to environmental documents for noxious weeds and invasive plant species treatment for the six (6) National Forests within Arizona:

(1) Final EIS (Environmental Impact Statement) and Record of Decision for Noxious Weed Treatment on the Coconino, Kaibab, and Prescott National Forests: http://www.fs.usda.gov/project/?project=30

(2) Coronado National Forest EA (Environmental Assessment) for Noxious Weed Treatments: http://www.fs.usda.gov/detail/coronado/landmanagement/resourcemanagement/?cid=stelprdb5123160

(3) Apache-Sitgreaves National Forest Integrated Forest-Wide Noxious Terrestrial and Aquatic Weed Management Plan: https://www.fs.usda.gov/project/?project=4967

(4) Tonto National Forest Integrated Treatment of Noxious and Invasive Weeds: https://www.fs.usda.gov/project/?project=4454;
Additional information on invasive species requirements for the Tonto National Forest is available at: http://www.fs.usda.gov/detail/tonto/landmanagement/resourcemanagement/?cid=fsbdev3_018789.

Arizona Department of Agriculture NOXIOUS WEEDS (under the authority of Arizona Revised Statutes, Administrative Code R3-4-244 Regulated and Restricted Noxious Weeds, as well as R3-4-245 Prohibited Noxious Weeds) web link:
https://agriculture.az.gov/pestspest-control/agriculture-pests/noxious-weeds

Furthermore, the USDA Southwestern Region Weed Field Guides web link is accessible below:
https://www.fs.usda.gov/detail/r3/forest-grasslandhealth/invasivespecies/?cid=stelprd3813522

The USDA New Invaders of the Southwest is attainable within the web link below:
https://docslib.org/doc/7815112/new-invaders-of-the-southwest

The USDA Field Guide for Managing Buffelgrass in the Southwest is obtainable through the web link below:
https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd563017.pdf
All materials used shall be in accordance with the approved NSCP and Pesticide Use Proposal (PUP).

Construction Requirements:

The contractor shall develop a NSCP for state and federal listed noxious and invasive plant species, and other undesirable plant species shown on the list posted on the Roadside Development web site (https://azdot.gov/node/5372) for approval by an ADOT construction PLA. Four (4) copies of the proposed NSCP in standard three (3) ring binders shall be submitted to the Engineer within seven (7) calendar days after the Execution of Contract. The ADOT construction PLA shall review and respond to the proposed NSCP within 10 calendar days upon receiving the submittal. If requested, additional copies may be submitted for review and comments by Native American Community governing body designated representative as approved by the Engineer. Native American Community governing body designated representative shall also review and comment the proposed NSCP within 30 calendar days upon receiving the submittal. The contractor proposed NSCP shall include as minimum the following information applicable to the project area, location and conditions listed below:

(1) A list of Noxious and Invasive Species and other Roadside Development approved plant species that would be anticipated for control based on existing vegetation and the project biotic communities. The weed species shall include but not be limited to the TABLE **–** I listed below**:**

TABLE – I	
Scientific Name	**Common Name**
Alhagi maurorum (syn. *Alhagi pseudalhagi / Alhagi camelorum*)	Camelthorn / Camelthorn-bush / Persian Mannaplant
Bassia scoparia (syn. *Kochia scoparia*)	Kochia / Fireweed
Centaurea diffusa (syn. *Acosta*	Diffuse Knapweed / White Knapweed /

TABLE – I	
Scientific Name	**Common Name**
diffusa)	Spreading Knapweed / Tumble Knapweed
Centaurea stoebe ssp. *micranthos* (syn. *Centaurea maculosa / Centaurea biebersteinii*)	Spotted Knapweed
Elaeagnus angustifolia	Russian Olive / Silver Berry / Persian Olive
Helianthus annuus	Common Sunflower / Mirasol
Linaria dalmatica ssp. *dalmatica* (syn. *Antirrhinum dalmaticum*)	Dalmatian Toadflax / Balkan Toadflax / Broadleaf Toadflax
Onopordum acanthium	Scotch Thistle / Cotton Thistle
Sorghum halepense (syn. *Holcus halepensis / Sorghum miliaceum*)	Johnsongrass / Egyptian Millet / Morocco Millet
Salsola kali subsp. *tragus* (syn. *Salsola iberica*)	Russian Thistle / Tumbleweed
Ulmus parvifolia	Lacebark Elm / Drake Elm
Ulmus pumila	Siberian Elm / Dwarf Elm

(2) The methods of control of noxious and invasive plant species including herbicide stump treatment shall be determined based on the species present within the project limits prior to earth moving activities as well as subsequent project construction phases before seeding. Pre-emergent herbicide shall NOT be applied for all project seeding areas. The contractor shall provide information / resolutions on how the application of herbicides will NOT harm the expected seed germination and establishment as specified in Section 805 of these Special Provisions.

(3) The proposed method(s) of control and extermination treatment between herbicide versus manual/mechanical or in combination to be utilized for each anticipated plant species suitable for the specific stage of plant development.

(4) The herbicides, method and frequency of application, and rates to be used for each listed plant species.

(5) Copies of herbicide and surfactant labels and Safety Data Sheet (SDS) for all chemicals proposed for use.

(6) Procedure for collection, removal, containment and disposal of noxious and invasive plants. All components of noxious and invasive plants such as roots, stems, leaves, flowers, seeds, seed heads, or seed pods shall be subject to collection, removal, containment and disposal at no additional cost to the Department.

(7) Methods and procedures to be followed to protect existing, transplanted, and new emerging vegetation in seeded areas.

(8) Responsible Applicator and required Arizona Department of Agriculture Pest Management Division Licensing information, as specified in Section 806.

(9) Record procedures to be followed to document control work completed.

(10) Record procedures to be followed for reporting all chemicals used annually within transportation easements on BLM or USFS Lands within two (2) months or September 30th of each calendar year (whichever is sooner) to an ADOT construction PLA.

(11) Projects on transportation easements on BLM or USFS Lands shall include a completed Pesticide Use Proposal (PUP) form for all proposed herbicide uses prepared for submittal to the appropriate BLM Field Office or National Forest for approval. An example of a completed PUP for the project area will be provided to the contractor for use in preparing their PUP upon request to the ADOT construction PLA.

(12) Projects on transportation easements within Native Americans (Tribal) Land shall include a completed PUP form for all proposed herbicide uses prepared for submittal to the appropriate representative of tribal government (governing body) for approval. An example of a completed PUP for the project area will be provided to the contractor for use in preparing their PUP upon request to the ADOT construction PLA.

(13) When applicable, other information and explanations required in the PUP or to implement the NSCP.

(14) Process to be used for amending the NSCP to add additional plants or treatments that may be required as the project progresses.

(15) A copy of the original Special Provisions for Control of Noxious Plants that the contractor bid shall be attached to the NSCP.

(16) Plans and methods to protect Threatened and Endangered Species in accordance with the Environmental Mitigations section of the contract documents.

(17) Plans and methods for controlling of noxious/invasive plants in riparian and aquatic areas:

I – Prevention of herbicide drifted by wind onto non-target native plants or nearby wetlands/watercourses by using low pressure systems and coarse-spray nozzles.

II – Safe and effective use of herbicide chemicals labeled for the vicinity of wetlands/watercourses in prevention of water quality contamination.

The NSCP submitted to the Engineer shall not be implemented until it is approved by an ADOT construction PLA and the contractor is so directed by the Engineer.

The contractor shall keep a copy of the approved NSCP and furnish to the Engineer a copy of the approved NSCP for record keeping. The NSCP copy of the contractor and Engineer shall be maintained up-to-date with the contractor providing submittals of completed work activities within five working days following completion of the work for each area directed by the Engineer for control. The NSCP shall be maintained up-to-date with submittals of the above completed NSCP information for the duration of the project.

The Engineer in consultation with an ADOT construction PLA shall designate/approve the location of the areas to be treated, and when required the frequency of treatment as per the NSCP. Payment will be made for the initial treatment of each area, whether with manual / mechanical methods or using herbicides, and for each subsequent treatment ordered and approved by the Engineer.

The contractor shall document the location and size of the project treatment areas, as well as noxious and invasive plant species that have been treated by the end of each working day. Furthermore, the contractor shall mark up the project layout plans (engineering drawings) with location and size of the project treatment areas, as well as noxious and invasive plant species that have been treated. Such documentation shall be submitted to an ADOT construction PLA for inspection/evaluation through the Engineer.

The contractor shall begin control of the designated areas within ten working days of the Engineer's notice, and complete the treatment within fifteen working days of the notice approved by the Engineer.

If other plant species listed in the Arizona Noxious Weed List, the Forest Service Regional/BLM lists, or the ADOT Invasive and Noxious Plant Species Lists (available electronically at the following Roadside Development web address**:** https://apps.azdot.gov/files/roadway-engineering/roadside-dev/adot-invasive-noxious-plant-species-list-for-construction-projects.pdf) occur within the project area that are not included in the NSCP, the contractor shall modify the Noxious Species Control Plan to add such species, including acceptable control measures and where applicable a PUP, and submit this information as an amendment of the NSCP to the Engineer and ADOT construction PLA for acceptance. No herbicide Control of Noxious Plants work shall be commenced on Federal lands until the PUP has been entirely completed and approved.

The project areas will be surveyed by an ADOT construction PLA, with the approval of the Engineer, prior to earthmoving activities and following rainfall events and during plant germination and growth periods for listed noxious and invasive plant species. To update NSCP, the contractor shall also furnish field inspection/observation reports for new growth of noxious/invasive plant species between four weeks to six weeks after each rainfall events of 0.5 inches (≥ 12.7 mm) or more. When surveys determine that noxious, invasive or other designated plants species listed in the NSCP for control are found to be present within the project right-of-way, the contractor shall treat the areas designated by the Engineer in accordance with the approved NSCP. Such treatments shall be completed and approved by the Engineer before ground disturbing or earthmoving activities occur from those areas.

The contractor shall mark those areas receiving manual / mechanical control with an application of a photosensitive dye. Herbicides shall be mixed with a photosensitive dye which will produce a contrasting color when sprayed upon the ground. The color shall

disappear between three and five days after being applied. The dye shall not stain any surfaces nor injure non-target plant or animal species when applied at the manufacturer's recommended application rate.

Application of herbicide shall be in accordance with the manufacturer's instructions and the approved NSCP. Responsible herbicide applicator shall be licensed under the appropriate category as required by the State Law.

Mowing shall be allowed if it is proven to be a successful permanent control method of annual noxious / invasive plant species as approved by the Engineer. If approved, mowing shall be performed before the annual noxious / invasive plant species are able to set seed. Mowing shall NOT be operated in areas where there are perennial noxious / invasive plant species. Mowing shall NOT be utilized for noxious / invasive plant species that carry existing seeds (seed heads / pods). All project areas and plant species to be mowed shall be carefully evaluated / identified by an ADOT construction PLA with approval from the Engineer.

Unless otherwise called out in the plans/details, specified in these Special Provisions, or as directed by the Engineer, the contractor shall remove the identified noxious / invasive woody vegetation to the finished grade level without uprooting it (flush cutting). In order to stop stump regrowth, the applicable remaining stumps shall be promptly treated with suitable herbicide so the identified noxious / invasive woody vegetation will not sprout new growth from the stumps. Herbicide stump treatment shall NOT be conducted to plant species such as common evergreen coniferous shrubs and trees, which will unlikely generate stump regrowth. Manual / mechanical removal of remaining woody vegetation stumps and rootballs in erosive areas shall be avoided to maximum extent practicable (MEP). The removal method and process shall be evaluated by an ADOT construction PLA with approval from the Engineer.

Removal of soil seed bank that has been contaminated by the natural storage of seeds from noxious / invasive plant species shall be required for projects involving soil / ground disturbance from construction excavations or as designated by the Engineer. The contractor shall remove top three inches of the existing undisturbed surface soil from the project areas infested with noxious / invasive plant species as evaluated / identified by an ADOT construction PLA with approval from the Engineer. All removed contaminated soil seed bank shall be properly disposed of or placed (buried) below the top two feet of the final finished grade as directed by the Engineer. The removal, stockpile, burial, or disposal of contaminated soil seed banks shall be well contained / concealed during construction. The contractor shall then return all soil-seed-bank removal disturbed area, to an acceptable surface condition (finished grade), as approved by the Engineer.

No earthmoving activities to the treated areas shall be approved until the employed weed management measures have been inspected to be successfully achieved as per the approval of the Engineer.

For projects within transportation easements on BLM, USFS, or Tribal Lands, PUPs shall be prepared and submitted to the Engineer and ADOT construction PLA as required in the NSCP. The PUPs will be submitted by the Department to the appropriate BLM Field Office, National Forest, or appropriate representative of tribal government (governing body) and

must be approved by the BLM, National Forest, or tribal government (governing body) before being approved by the Engineer.

The contractor shall keep records of all herbicide applications. A copy of this record shall be added to the NSCP and also submitted to the Engineer after each application. The contractor shall be responsible for the proper transport, storage, and application of all materials necessary for herbicide control treatments.

As a part of the integrated management approach, all areas to be treated for noxious and invasive plant species shall ultimately be seeded, landscaped, or permanently stabilized to minimize and prevent from weed re-invasion / re-infestation, as specified in these Special Provisions.

Method of Measurement:

Control of noxious and invasive plant species, either manually (mechanically) or with herbicides, will be measured by the square yard (SQ.YD.) of each treated area, as directed and approved by the Engineer.

Basis of Payment:

Listed bid quantities for this item are for estimating and bidding purposes. They shall not be guaranteed to the contractor. The intensity for scope of work, project-specific present conditions, particular stages of noxious and invasive plant development, as well as annual rainfall patterns shall be considered / evaluated by the construction PLA and approved by the Engineer in determining final quantities and unit costs to be paid for.

During pre-construction meeting, the contractor in conjunction with Engineer shall verify and be in agreement with the quantity of areas to be treated as evaluated by an ADOT construction PLA. The quantity of areas to be treated shall be in compliance with environmental requirements.

The accepted quantities of control of noxious and invasive plant species, either manually (mechanically) or with herbicides, measured as provided above, will be paid for at the contract unit price per square yard for each soil treatment directed and approved by the Engineer. Such price will be considered to include all labor, materials, equipment, and multiple mobilization costs required to complete the work as specified herein. Such price shall also cover collection, removal, containment and disposal of noxious and invasive plant species. Up to four mobilizations may be required to accomplish control of noxious and invasive plant species as specified herein. The Department will consider the cost of such multiple mobilizations to be included in the price bid for control of noxious and invasive plant species. Adjustments may be made to the contract through negotiation for more than four mobilization activities as per the approval of the Engineer.

No measurement or payment will be made for treatment of those areas, manually / mechanically or with herbicides, not authorized and approved by the Engineer. No payment will be made for treatment areas not in compliance with the approved PUP/NSCP. No payment will be made for areas treated by herbicide products not in compliance with the

approved PUP/NSCP. No measurement or payment will be made for the removal and proper disposal of waste materials, the cost being considered is included in contract items.

No measurement or payment will be made for preparation of the NSCP and, when applicable, the PUP, including the initial submittal and modifications, or for monitoring, the costs being considered is included in contract items.

No separate measurement or direct payment will be made for Control of Noxious Plants under Landscape Establishment as specified in Section 807 of the specifications and these Special Provisions; the cost being considered is included in the respective contract item of Landscape Establishment.

For projects engaging extensive excavations, no separate measurement or direct payment will be made for the removal, stockpile, burial, or disposal of contaminated soil seed banks, as well as returning all soil-seed-bank removal areas to an acceptable surface condition (finished grade); the cost being considered is included in the respective contract item of excavations.

(925SRVY, 08/16/19)

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

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

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

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

(928LONG, 09/16/21)

SECTION 928 GROUND-IN RUMBLE STRIP: the title and text of the Standard Specifications are revised to read:

SECTION 928 LONGITUDINAL GROUND-IN RUMBLE STRIP:

928-1 Description:

The work under this item shall include furnishing all tools, equipment and labor necessary to install longitudinal ground-in rumble strips of the size and at the locations specified on the project plans or as directed by the Engineer.

928-2 Blank:

928-3 Construction Requirements:

Longitudinal ground-in rumble strips shall be constructed by mechanically milling or grinding grooves into new or existing asphalt concrete pavements. The grooves shall be constructed with a cylindrical configuration in the direction of the traffic flow, and shall be placed in accordance with the details shown on the project plans. Exceptions in longitudinal ground-in rumble strips not shown on the plans will be designated by the Engineer.

The grooves shall be constructed with equipment specifically designed to remove such material by means of grinding to a controlled line and grade. The equipment used shall be capable of removing the existing asphaltic concrete to the dimensions and tolerances specified on the plans. The removals shall be accomplished in a manner which does not scar the surface of the adjacent pavement. Grooves shall not be constructed in new asphaltic concrete pavements for a minimum of three days after placement, or 10 days after placement of new asphaltic concrete pavements with asphalt-rubber. Construction of the grooves may be allowed in less time if the contractor can demonstrate that the pavements are sufficiently cured.

The contractor shall place a continuous control line as a guide for installation. The milling machine shall also be equipped with an approved guide that is clearly visible to the operator so that proper alignment of the grooves will be obtained. Lateral deviation of the milled rumble strips shall not exceed one inch in any 100 foot interval.

The contractor shall also use high pressure air to remove any millings and debris remaining after the use of the equipment's vacuum recovery system. Such debris shall be removed to the shoulder and disposed of in a manner approved by the engineer.

928-4 Method of Measurement:

Longitudinal ground-in rumble strips will be measured by linear foot at the locations shown in the project plans and in accordance with the specifications.

Gaps in the pattern and exceptions in the longitudinal ground-in rumble strips will not be included in the measurement.

No measurement will be made for the removal and disposal of milling and debris.

928-5 Basis of Payment:

The accepted quantities of longitudinal ground-in rumble strips, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work complete in place as shown on the project plans and as specified herein.

No additional payment will be made for the removal and disposal of milling and debris, the cost being considered as included in the price of the contract item.

(1001MATL, 06/17/21)

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

1001-1 Description:

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

1001-2 General:

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

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

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

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

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

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

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

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

1001-2.01 Information Available:

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

1001-2.02 Material Sources in Floodplains:

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

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

The Department will require an engineering report if the material source is situated in the 100-year floodplain of any stream or watercourse, and located within one mile upstream and two miles downstream of any highway structure or surfaced roadway crossing. The engineering report shall be prepared by a professional engineer with expertise in hydrology, hydraulics, river mechanics, and fluvial geomorphology. The engineering report shall address the effects of the potential for structural damages following a 100 year flood event.

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

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

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

Affairs (BIA) and the Native American Tribal Council all permits, licenses, and approvals for the Department to review.

1001-2.03 Protection and Restoration:

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

1001-3 Proposed Source:

1001-3.01 Approval Requirements:

(A) General:

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

The contractor acknowledges that all the conditions set forth in this subsection shall be met prior to the source being approved for use. Other than sampling and testing, the requirements of this subsection shall be completed prior to initiation of any activities that disturb the existing conditions at the proposed source.

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

(B) Specific Conditions for Approval:

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

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

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

(C) Historical and Cultural Resources:

The archaeological survey report of the proposed material source shall be prepared by the

contractor's archaeological consultant and shall conform to the requirements of Subsection 104.12 of the specifications.

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

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

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

(D) Permit from Navajo Nation:

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

(E) Bureau of Land Management Material Sources:

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

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

1001-4 Special Access within Right Of Way:

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

The request by the contractor shall be accompanied by an environmental analysis and by documents which specify the point(s) of access, the acquisition of right of way, the manner in which access will be attained, the traffic control plan, and crossovers, along with all other

appropriate data which will allow the District Engineer to evaluate its request. If the request is approved, a supplemental agreement shall be entered into.

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

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

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

1001-5 Fences and Cattle Guards:

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

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

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

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

(1003REBAR,12/17/20)

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

1003-1 General Requirements:

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

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

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

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

1003-2 Reinforcing Bars:

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

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

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

1003-2.01 Pre-Shipment Sampling:

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

When the supplier or fabricator makes a shipment to a project, a Certificate of Compliance shall be furnished stating that the material in the shipment is from the same stock as the pre-shipment sample covered by the laboratory number assigned by the Structural Materials

Testing Section. Reinforcing bars represented by the pre-shipment sample failing to comply with the specification requirements shall not be used on any project.

1003-2.02 Project Sampling:

The Engineer reserves the right to sample reinforcing bars at any time. Project samples shall consist of one sample bar not less than seven feet in length for all bar sizes. Placement of the reinforcing bars shall not be delayed while the contractor is awaiting test results.

Concrete placement operations shall not begin until satisfactory test results of the project sample bars are obtained.

When the supplier or fabricator makes a shipment to a project from outside the Phoenix or Tucson areas, or not otherwise subjected to pre-shipment sampling, the shipment shall be accompanied by a Certification of Compliance. Before any reinforcing bars from a shipment is to be incorporated into the project work, a project sample shall be taken, tested, and approved by the Structural Materials Testing Section. A project sample shall be taken as soon as practical upon arrival at the job site. A different project sample that is representative of each bar size, grade, heat number, and manufacturer from that shipment will be required. The sampling requirements described for pre-shipment sampling for the Phoenix or Tucson areas shall be used.

1003-3 Wire:

Steel wire used as spirals or ties for reinforcement in concrete shall conform to the requirements of AASHTO M 336. Wire shall be deformed or cold drawn (smooth).

1003-4 Welded Wire Fabric:

Welded wire fabric for concrete reinforcement shall conform to the requirements of AASHTO M 336.

1003-5 Epoxy Coated Reinforcing Bars:

1003-5.01 Steel:

Reinforcing bars shall conform to the requirements of Subsection 1003-2 of the specifications.

Epoxy coated reinforcing bars will be sampled and tested in the same manner as uncoated reinforcing bars. The coating and flexibility of the epoxy coated reinforcing bars will also be tested by the Department for acceptance.

1003-5.02 Epoxy for Coating:

A list of powdered epoxy resins which have passed prequalification tests, as described in ASTM A775, “Epoxy Coated Steel Reinforcing Bars”, is maintained on the Department’s Approved Products List (APL). The powdered epoxy resins selected by the contractor and

furnished by the manufacturer shall be of the same material and quality as the resins listed on the APL, and shall be applied and cured in the same manner used to coat the test bars in the original powder prequalification test. Copies of the most current version of the APL are available on the internet from the ADOT Research Center through its Product Evaluation Program.

Prequalification testing may be performed by the National Bureau of Standards, State laboratories, or qualified private laboratories.

The Certificate of Compliance from the coating manufacturer shall properly identify the batch and/or lot number, material, quantity of batch, date of manufacture, name and address of manufacturer, and a statement that the material is the same composition as the initial sample prequalified for use. The certificate shall also state that production bars and prequalification bars have been identically prepared and applied with epoxy powders.

Patching or repair material, compatible with the coating and inert in concrete shall be made available by the epoxy coating manufacturer. This material shall be suitable to repair areas of the coating which were damaged during fabrication or handling in the field.

1003-5.03 Application of Coating:

The coating applicator's facility shall be subject to approval by the Department. Applications for approval of facilities shall be made to the Department by the coating applicator.

The surface to be coated shall be blast cleaned in accordance with the requirements of the Society for Protective Coatings, Surface Preparation Standard SSPC-SP10, Near White Blast Cleaning.

The powdered epoxy resin coating shall be applied to the cleaned surface as soon as possible after cleaning and before visible oxidation occurs. In no case shall more than eight hours elapse between cleaning and coating.

The protective epoxy coatings shall be applied by the electrostatic spray method or the electrostatic fluidized bed method in accordance with the recommendations of the coating manufacturer. The epoxy coating may be applied before or after fabrication of the reinforcing bars.

The epoxy coating shall be applied as a smooth uniform coat. After curing, the coating thickness shall be in accordance with the requirements of ASTM A775. Coating thickness shall be controlled by taking measurements on a representative number of bars from each production lot. Coating thickness measurements shall be conducted by the method outlined in the Society for Protective Coatings Paint Application Standard SSPC-PA2.

The coating shall be checked visually after cure for continuity. It shall be free from holes, voids, contamination, cracks and damaged areas.

The coating shall not have more than two holidays (pinholes not visible to the naked eye) in any linear foot of the coated item. A holiday detector shall be used, in accordance with the manufacturer's instructions, to check the coating for holidays.

The flexibility of the coating shall be evaluated on a representative number of bars selected from each production lot. The coated bar shall be bent 120 degrees (after rebound) around a six-inch diameter mandrel. The bend shall be done at a uniform rate and may take up to one minute to complete. The test specimens shall be at thermal equilibrium between 68 and 85 degrees F at the time of testing. No cracking of the coating shall be visible to the naked eye on the outside radius of the bent bar.

The contractor shall furnish a Certificate of Analysis from the coating applicator with each shipment of coated steel. In addition to the requirements of Subsection 106.05 of the specifications, the Certificate of Analysis shall state that the coated items and coating material have been tested in accordance with the requirements of this subsection and that the entire lot is in a fully cured condition.

The coating applicator shall be responsible for performing quality control and tests. This will include inspection and testing to determine compliance with the requirements of this subsection for the coating thickness, continuity of coating, coating cure, and flexibility of coating.

The Department reserves the right to have its authorized representative observe the preparation, coating, and testing of the reinforcing bars. The representative shall have free access to the plant, and any work done when access has been denied will be automatically rejected.

If the representative elects, lengths of coated bars may be taken from the production run on a random basis for test, evaluation, and check purposes by the Department.

1003-5.04 Shop Repair:

Epoxy coated reinforcing bars which do not meet the requirements for coating thickness, continuity of coating, coating cure, or flexibility of coating shall not be repaired.

Reinforcing bars with these defects shall be replaced, or alternately stripped of epoxy coating, recleaned and recoated in accordance with the requirements of this specification.

Coating breaks due to fabrication and handling shall be repaired with patching material if the defective area exceeds 2 percent of the surface area of the bar in a one-foot length and the damaged spot is larger than 1/4 inch by 1/4 inch.

The repair of coating breaks shall be limited to bars on which the total of the defective coating areas does not exceed 5 percent of the surface area of the reinforcing bar. Bars with greater than 5 percent damage shall be replaced, or alternately stripped of epoxy coating, recleaned and recoated in accordance with the requirements of this specification.

1003-6 Prestressing Reinforcing Steel:

Prestressing reinforcing steel shall conform to the requirements of Section 602-2.01 of the specifications.

Prestressing steel shall be high-tensile steel wire, high-tensile seven-wire strand or high-tensile alloy bars, as shown in the plans.

High-tensile steel wire shall conform to the requirements of AASHTO M 204.

High-tensile seven-wire strand shall conform to the requirements of AASHTO M 203 for Grade 270. In addition to the 0.5-inch diameter prestressing steel typically shown on the plans, 0.6-inch diameter seven-wire strand may be used for cast-in-place prestressed structures.

High-tensile alloy bars shall conform to the requirements of AASHTO M 275.

All prestressing steel shall be satisfactorily protected from damage by abrasion, moisture, rust, or corrosion and shall be free of dirt, rust, oil, grease, or other deleterious substances.

For every five reels of prestressing steel furnished, one sample not less than six feet long, will be tested by the Engineer. Samples of the furnished reels with the manufacturer's Certificate of Compliance, a mill certificate, and a test report may be shipped directly by the manufacturer to the Engineer.

1003-7 Dowel Bars for Portland Cement Concrete Pavement:

Dowel bars shall be round, plain steel bars of the dimensions shown on the plans conforming to the requirements of AASHTO M 254 with Type B coating. The core material shall conform to the requirements of ASTM A615, Grade 60.

Epoxy coated dowel bars shall also conform to the requirements of Subsection 1003-5 of the specifications.

The Contractor shall furnish a Certificate of Compliance that properly identifies the coating material, the number of each batch of coating material used, quantity represented, date of manufacture, name and address of manufacturer, and a statement that the supplied coating material meets the requirements of AASHTO M 254 with Type B coating.

(1005PG, 12/17/20)

SECTION 1005 BITUMINOUS MATERIALS:

1005-3 Bituminous Material Requirements:

1005-3.01 Asphalt Cement: of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder conforming to the requirements of AASHTO M 320. Air blown/oxidized asphalt and recycled engine oil bottom (REOB) will not be accepted. Polyphosphoric acid (PPA) modification shall be limited to a maximum of 0.50 percent. The pressure aging temperature for all binders, including Terminal Blend rubberized binder and Polymer modified asphalt binder shall be as specified below:

PG Asphalt Binder	Pressure Aging Temperature
PG 70-XX and above	110 ºC
PG 64-XX and below	100 ºC

If Terminal Blend rubberized binder (XX-XXTR+) is used, it shall conform to the requirements of Table 1005-1 and 1005-1a.

If Polymer modified asphalt binder (XX-XXPM) is used, it shall conform to the requirements of Table 1005-1 and 1005-1b.

If, during asphaltic concrete production, it is determined by testing that asphalt cement fails to meet the requirements for the specified grade, the asphaltic concrete represented by the corresponding test results shall be evaluated for acceptance. Should the asphaltic concrete be allowed to remain in place, the contract unit price for asphalt cement will be adjusted by the percentage shown in Table 1005-1. Should the asphalt cement be in reject status, the contractor may, within 15 days of receiving notice of the reject status, supply an engineering analysis of the expected performance of the asphaltic concrete in which the asphalt cement is incorporated. The engineering analysis shall detail any proposed corrective action and the anticipated effect of such corrective action on the performance. Within three working days, the Engineer will determine whether or not to accept the contractor's proposal. If the proposal is rejected, the asphaltic concrete shall be removed and replaced with asphaltic concrete meeting the requirements of the specifications at no additional expense to the Department. If the contractor's proposal is accepted, the asphaltic concrete shall remain in place at the applicable percent of contract unit price allowed, and any necessary corrective action shall be performed at no additional cost to the Department.

1005-3.03 Emulsified Asphalt: the fourth paragraph of the Standard Specifications is revised to read:

Emulsified asphalts shall be homogeneous. If emulsified asphalt has separated, it shall be thoroughly mixed to insure homogeneity. If emulsified asphalt has separated due to freezing, it shall not be used. Emulsified asphalt shall not be used after 30 days from production.

1005-3.04 Emulsified Asphalt (Special Type): of the Standard Specifications is revised to read:

Emulsified asphalt (special type) shall consist of Type SS-1 or CSS-1 diluted with water to provide an asphalt content not less than 26 percent. The water used shall be potable. Potable water obtained from public utility distribution lines will be acceptable. The water used shall be free of injurious amounts of oil, acid, alkali, clay, vegetable matter, silt, or other harmful matter. The material shall not be diluted in the field.

1005-3.07 Other Requirements: the tables 1005-1a and 1005-1b of the Standard Specifications are revised to read:

TABLE 1005-1a
Terminal Blend rubberized binder (XX-XXTR+)

Test Property	Test Method	Requirement	Test Result	Percent of Contract Unit Price Allowed
Solubility, %, minimum	ASTM D7553 or ASTM 2042	98	-----	-----
Elastic Recovery, @ 10 ºC, %, minimum	AASHTO T 301	75	75 70 - 74 < 70	100 80 65 (1)

(1) Reject Status: The pay adjustment applies if allowed to remain in place.

Notes**:**

In case of dispute, ASTM D2042 shall be used to determine the Solubility.

The asphalt binder shall contain a minimum of 8 percent crumb rubber and a minimum of 3 percent SBS (styrene-butadiene-styrene) polymer.

The crumb rubber shall be derived from processing whole scrap tires or shredded tire materials. The tires from which the crumb rubber is produced shall be taken from automobiles, trucks, or other equipment owned and operated in the United States. The processing shall not produce, as a waste product, casings or other round tire material that can retain moisture when stored or disposed of above ground.

Modified binders shall be blended at the source of supply and delivered as a homogenous mixture to the job site.

Modified Binders stored at the asphalt concrete mixing plant for more than two weeks or beyond the supplier recommended shelf life, whichever is less, shall be sampled and tested.

TABLE 1005-1b
Polymer Modified Asphalt Binder (XX-XXPM)

Test Property	Test Method	Requirement	Test Result	Percent of Contract Unit Price Allowed
Solubility, %, minimum	ASTM D7553 or ASTM D2042	98	-----	-------
Elastic Recovery @ 10ºC, %, minimum	AASHTO T 301	75	≥ 75 70 - 74 < 70	100 80 65 (1)

(1) Reject Status: The pay adjustment applies if allowed to remain in place.

TABLE 1005-1b Polymer Modified Asphalt Binder (XX-XXPM)				
Test Property	**Test Method**	**Requirement**	**Test Result**	**Percent of Contract Unit Price Allowed**
Notes: In case of dispute, ASTM D2042 shall be used to determine the Solubility. Asphalt binder shall contain a minimum of 3 percent SBS (styrene-butadiene-styrene) polymer. Modified binders shall be blended at the source of supply and delivered as a homogenous mixture to the job site. Modified Binders stored at the asphalt concrete mixing plant for more than two weeks or beyond the supplier recommended shelf life, whichever is less, shall be sampled and tested.				

1005-3.07 **Other Requirements:** the table 1005-1c of the Standard Specifications is hereby deleted.

1005-3.07 **Other Requirements:** the table 1005-3 of the Standard Specifications is revised to read:

TABLE 1005-3 EMULSIFIED ASPHALTS							
Tests On Emulsion	**Test Method**	**Requirement**					
		RS-1	**CRS-1**	**RS-2**	**CRS-2**	**SS-1**	**CSS-1**
Viscosity: Saybolt Furol, seconds, range 77 °F 122 °F	AASHTO T 59	20-100	20-100	50-400	50-400	20-100	20-100
Settlement: 5 days, %, maximum	AASHTO T 59	5	5	5	5	5	5
Sieve: Retained on No. 20, %, maximum	AASHTO T 59 (1)	0.10	0.10	0.10		0.10	0.10
Particle Charge	AASHTO T 59		Pos.		Pos.		Pos. (2)
Demulsiability: 35 mL, 0.02 N calcium chloride %, minimum	AASHTO T 59	60		60			
Classification: Uncoated particles, %,	Arizona Test Method				55		

minimum	502						
Residue: (3) Residue, %, minimum (4)		55	60	63	65	57	57

Notes:

(1) Distilled water shall be used. Two percent sodium oleate solution will not be accepted.

(2) If the Particle Charge Test result is inconclusive, material having a maximum PH value of 6.7 will be acceptable.

(3) Residue will be obtained in accordance with the requirements of Arizona Test Method 504 and shall conform to all the requirements of AASHTO M 320 for PG 64-16, except that for CRS-2 the dynamic shear (G*/Sin δ) on the original residue shall be a minimum of 1.00 kPa and a maximum of 1.50 kPa.

(4) Residue by evaporation may be determined in accordance with the requirements of Arizona Test Method 512; however, in case of dispute, AASHTO T 59 will be used.

1005-3.07 **Other Requirements:** the note (2) of Table 1005-3a of the Standard Specifications is revised to read:

(2) Testing shall be performed on residue by distillation. Testing on residue by oven evaporation will not be accepted.

1005-3.07 **Other Requirements:** the table 1005-5 of the Standard Specifications is revised to read:

TABLE 1005-5

EMULSIFIED RECYCLING AGENTS

Tests on Emulsified Recycling Agent	Test Method	Requirement			
		ERA-1	ERA-5	ERA-25	ERA-75
Viscosity: Saybolt Furol, 77 °F, seconds range	AASHTO T 59	15 - 40	15 - 100	15 - 100	15 - 100
Miscibility	AASHTO T 59	Passes	Passes	Passes	Passes
Sieve Test: %, maximum	AASHTO T 59 (1)	0.10	0.10	0.10	0.10
Particle Charge	AASHTO T 59	Positive	Positive	Positive	Positive
Residue: (2) Residue, %, minimum	(3)	60	60	60	60

Notes:

(1) Distilled water shall be used. Two percent sodium oleate solution will not be accepted.

(2) Residue will be obtained in accordance with the requirements of Arizona Test Method 504 and shall conform to the requirements specified in Table 1005-4.

(3) Residue by evaporation may be determined in accordance with the requirements of Arizona Test Method 512; however, in case of dispute, AASHTO T 59 will be used.

1005-3.07 Other Requirements: the Paving Asphalt row of the table 1005-6 of the Standard Specifications is modified to add:

TABLE 1005-6
OTHER REQUIREMENTS

Grade of Asphalt Specification Designation	Range of Temperatures for Application by Spraying, °F (Not applicable for Plant Mixing)	Range of Aggregate Temperatures for Plant Mixing, °F	Basis of Conversion, Average Gallons Per Ton at 60 °F
Paving Asphalt	275 - 400	------	
PG 76-22 PM			231
PG 70-22 PM			232
PG 64-28 PM			233

(1006PCC, 01/20/22)

SECTION 1006 PORTLAND CEMENT CONCRETE:

1006-2.01(A) General: of the Standard Specifications is revised to read:

Cementitious material is defined as an inorganic material or a mixture of inorganic materials that sets and develops strength by chemical reaction with water by formation of hydrates and is capable of doing so under water. In this specification, cementitious materials are defined as hydraulic cement (Portland cement, Portland-pozzolan cement or Portland-limestone cement) and supplementary cementitious materials (fly ash, natural pozzolan, or silica fume).

1006-2.01(B) Hydraulic Cement: the first paragraph of the Standard Specifications is revised to read:

Hydraulic cement shall consist of Portland cement, Portland-pozzolan cement or Portland-limestone cement.

1006-2.01(B) Hydraulic Cement: of the Standard Specifications is modified to add:

Portland-limestone cement shall conform to the requirements of ASTM C595 for blended hydraulic cement with moderate sulfate resistance, Type IL (MS).

1006-2.01(C)(2) Flyash and Natural Pozzolan: of the Standard Specifications is revised to read:

Fly ash and natural pozzolan shall conform to the requirements of ASTM C618 for Class C, F, or N.

TABLE 1006-5 Design Criteria: the column heading of the third column of the Standard Specifications is revised to read:

		Cementitious Material Content: Lbs. per Cu Yd. Minimum - Maximum		

1006-3.02(C) Mix Design Submittal Requirements: the items (16) and (18) of the Standard Specifications are revised to read:

(16) Volume of each material measured to the nearest hundredth of a cubic foot;

(18) Total volume measured to the nearest hundredth of a cubic foot;

(1006QCPC, 07/12/05)

SECTION 1006 PORTLAND CEMENT CONCRETE:

1006-4.01 General Requirements: of the Standard Specifications is modified to add:

1006-4.01(A) Contractor Quality Control:

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

(a) Aggregate Production, including crusher methods, pit extraction, and washing.

(b) Stockpile Management, including stacking methods, separation technique, plant feed technique, stockpile pad thickness, and segregation prevention.

(c) Mixing and Transport, including mixing time and revolutions, water and concrete temperature, integrity of mixing equipment, sight glass for water, slump meters, batch ticket, and travel time.

(d) Proportioning, including scale calibration, water added, water meter moisture correction, and bin loading.

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

CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS			
TYPE OF TEST	TEST METHOD	SAMPLING POINT	MINIMUM TESTING FREQUENCY
Fine Aggregate for PCC (Class S or Class P)			
Gradation	ARIZ 201	Crusher Belt or Stockpile	1 per 750 CY of Concrete
Sand Equivalent	AASHTO T 176		
Coarse Aggregate for PCC (Class S or Class P)			
Gradation	ARIZ 201	Crusher Belt or Stockpile	1 per 750 CY of Concrete
Class S Portland Cement Concrete			
Entrained Air	AASHTO T 152	At Point of Discharge	1 per 40 CY of Concrete
Slump	AASHTO T 119		

(1013BRPD, 01/20/22)

SECTION 1013 BEARING PADS: of the Standard Specifications is revised to read:

1013-1 Preformed Fabric Pads:

Preformed fabric pads shall be composed of multiple layers of 8-ounce cotton duck impregnated and bound with high quality natural rubber or of equivalent and equally suitable materials compressed into resilient pads of uniform thickness. The number of plies shall be such as to produce the specified thickness, after compression and vulcanizing. The finished pads shall withstand compression loads perpendicular to the plane of the laminations of not less than 10,000 pounds per square inch without detrimental reduction in thickness or extrusion.

Preformed fabric pad samples will be tested by the Department.

The manufacturer certification and sampling shall conform to the requirements of Subsection 1013-3 of the specifications.

1013-2 Elastomeric Bearing Pads:

1013-2.01 General:

The work shall consist of furnishing and installing elastomeric bearing pads. Bearings shall be constructed in accordance with the details shown on the plans and as specified in these specifications.

Prior to shipment from the point of manufacture, bearings shall be packaged in such manner to ensure that during shipment and storage the bearings will be protected against damage from handling, weather, or any normal hazard. All bearings shall be stored at the work site in an area that provides protection from environmental and physical damage. When installed, bearings shall be clean and free of all foreign substances.

Bearings shall be installed to the positions and orientations shown on the plans. Bearings shall be set level, in exact positions, and must have full and even bearing on all bearing planes. Bearings surfaces located at improper elevations or set not level and true to plane shall be corrected prior to placement of bearings. Elastomeric bearing pads shall be set directly on properly prepared concrete surfaces without bedding material.

Elastomeric bearing pads shall include unreinforced pads (consisting of elastomer only) and reinforced bearings with steel or fabric laminates.

Bearings shall be furnished with the dimensions, material properties and elastomer grade required by the plans. Unless otherwise specified on the plans, bearings which have thicknesses greater than 1/2 inch shall be reinforced with steel or fabric laminates. The design method (A or B) and the design load shall also be shown on the plans, and testing shall be performed accordingly. In the absence of more specific information, bearings shall be Grade 3, shall be an elastomer with 130 pounds per square inch shear modulus (55 durometer hardness).

1013-2.02 Material Properties:

The sole polymer in the elastomeric compound shall be neoprene and shall be not less than 60 percent, by volume, of the total compound. The elastomer compound shall be classified as being of low temperature Grade 0, 2, or 3. The grades are defined by the testing requirements in Table 1013-1. A higher grade of elastomer, signified by a larger grade number, may be substituted for a lower one.

The elastomer compound shall meet the minimum requirements of Table 1013-1, except as otherwise specified by the Engineer. Test requirements may be interpolated for intermediate hardness. The material will be specified by its shear modulus whose measured value shall lie within 15 percent of the specified value. A consistent value of hardness shall also be supplied for the purpose of defining limits for the tests in Table 1013-1. Laminated bearings shall have a shear modulus not greater than 200 pounds per square inch. When test specimens are cut from the finished product, the physical properties shall be permitted to vary by 10 percent from those specified in Table 1013-1. All material tests shall be carried out at 73 ± 4 degrees F, unless otherwise noted. Shear modulus tests shall be carried out using the apparatus and procedures described in Annex A1 of ASTM D4014.

Certification, sampling, and testing shall conform to the requirements of Subsection 1013-3 of the specifications.

Table 1013-1
ELASTOMERIC COMPOUND REQUIREMENTS

Note that ASTM D1043 refers to "modulus of rigidity" while ASTM D4014 refers to "shear modulus." The word "stiffness" is used here to cover both terms.				
Physical Properties				
D2240	Hardness: Shore A Durometer	45 to 75		
		45 to 55	56 to 65	66 to 75
D412	Ultimate Elongation: min. %	400	350	300
	Tensile Strength: min. psi	2250		
Heat Resistance				
D573: 70 hours at 212 °F	Change in Durometer Hardness: maximum points	15		
	Change in Tensile Strength: maximum %	-15		
	Change in Ultimate Elongation: maximum %	-40		
Compression Set				
ASTM D395, Method B	22 hr at 212°F: maximum %	35		
Ozone				
ASTM D1149	100 pphm ozone in air by vol., 20 % strain, 100 ± 2°F, 100 hr, mounting IAW ASTM D1149 (Procedure A)	No Cracks		
Low Temperature Brittleness				
D746 Procedure B	Grade 0: No Test Required Grade 2: No Test Required Grade 3: Brittleness at -40°F	- - No Failure		
Instantaneous Low Temperature Thermal Stiffening				
ASTM D1043	Grade 0: Tested at -25°F Grade 2: Tested at -25°F Grade 3: Tested at -40°F	(1) (1) (1)		
Low Temperature Crystallization				

ASTM D4014 Quad Shear Test As Described in Annex A	Grade 0: No Test Required Grade 2: 7 Days at 0°F Grade 3: 14 Days at -15°F	(2) (2) (2)

Notes:

(1) Stiffness at test temperature shall not exceed four times the stiffness measured at 73 °F.

(2) Stiffness at test time and temperature shall not exceed four times the stiffness measured at 73°F with no time delay. The stiffness shall be measured with a quad shear test rig in an enclosed freezer unit. The test specimens shall be taken from a randomly selected bearing. A ± 25 % strain cycle shall be used, and a complete cycle of strain shall be applied with a period of 100 seconds. The first 3/4 cycle of strain shall be discarded, and the stiffness shall be determined by the slope of the force deflection curve for the next 1/2 cycle of loading.

1013-2.03 Plain and Fabric-Reinforced Elastomeric Bearing Pads:

Pads less than or equal to 1/2 inch in thickness shall be all elastomer. Pads greater than 1/2 inch thick shall be laminated.

Laminated pads shall consist of alternate layers of elastomer and fabric reinforcement bonded together. The top and bottom layers of reinforcement shall be uniformly covered with a layer of elastomer. The thickness of elastomer cover shall be allowed per tolerances listed in Table 1013-2.

Laminated pads shall have reinforcement every 1/2 inch through the entire thickness. Fabric reinforcement shall be single-ply at top and bottom surfaces of the pad and double-ply within the pad. Fabric shall be free of folds and ripples and shall be parallel to the top and bottom surfaces. Variations in the location of the reinforcement from its theoretical location in excess of the specified Fabrication Tolerances will be cause for rejection.

Pads of all-elastomer or with fabric reinforcement may be cut from large sheets. Cutting shall be performed in such a manner as to avoid heating of the material, to produce a smooth edge with no tears or other jagged areas, and to cause as little damage to the material as possible. The cutting method shall not cause any separation of the fabric from the elastomer for laminated bearings.

Flash tolerance, finish, and appearance shall meet the requirements of the latest edition of the Rubber Handbook published by the Rubber Manufacturers Association, Inc., RMA F3 and T.063 for molded bearings and RMA F2 for extruded bearings.

The bond between elastomer and fabric shall be such that when a sample is tested for separation, it shall have a minimum peel strength of 30 pounds per inch of width.

Fabric reinforcement shall be woven from 100 percent glass fibers of E-type yarn with continuous fibers. The minimum thread count in either direction shall be 25 threads per inch. The fabric shall have either a crowfoot or an 8 Harness Satin weave. Each ply of fabric shall have a breaking strength of not less than 800 pounds per inch of width in each thread direction when 3 inch by 36 inch samples are tested on split drum grips. The bond between double plies shall have a minimum peel strength of 20 pounds per inch of width. Holes in the fabric will not be permitted.

At the contractor's option, steel-reinforced elastomeric bearing pads may be furnished in lieu of fabric-reinforced elastomeric bearing pads that are 1/2 inch and over in thickness.

1013-2.04 Steel Reinforced Elastomeric Bearing Pads:

For steel-reinforced elastomeric bearings, the edges of the steel shall be protected at all times from corrosion. Steel-reinforced elastomeric bearing pads shall conform to the requirements for steel-laminated elastomeric bearings as specified in ASTM D4014 and the following:

(A) The thickness of each bearing pad shall be as shown on the project plans. The bearings shall consist of (N-1) internal elastomer laminates and N steel laminates, where N is equal to the bearing pad thickness in inches shown on the project plans divided by 1/2 inch. The steel laminates shall be 11 gage and shall be spaced every 1/2 inch, center-to-center. The top and bottom steel laminates shall have 1/4 inch of elastomer cover as measured from the center of the steel laminate to the pad surface;

(B) The elastomer clear cover thickness from the surface to the steel laminates at the sides of the bearings shall be 1/8 inch. If guide pins or other devices are used to control the side cover over the steel laminates, any exposed portions of the steel laminates shall be sealed by vulcanized patching;

(C) Steel laminates used for reinforcement shall be made from rolled mild steel conforming to ASTM A36, ASTM A1011, or ASTM A1008, Grade 40. Holes in plates for manufacturing purposes will not be permitted unless they have been accounted for in the design, as shown on the plans;

(D) Bearings with steel laminates shall be cast as a unit in a mold and shall be bonded and vulcanized under heat and pressure. The mold finish shall conform to standard shop practice. The internal steel laminates shall be sandblasted and cleaned of all surface coatings, rust, mill scale, and dirt before bonding, and shall be free of sharp edges and burrs. External load plates (sole plates) shall be protected from rusting by the manufacturer, and, preferably, shall be hot

bonded to the bearing during vulcanization. Bearings that are designed to act as a single unit with a given shape factor must be manufactured as a single unit; and

(E) Steel laminated bearings shall develop a minimum peel strength of 40 pounds per inch of width.

1013-2.05 Fabrication Tolerances:

Plain and laminated bearing pads shall be built to the specified dimension within the tolerances listed in Table 1013-2.

Table 1013-2
FABRICATION TOLERANCES

Parameters	Tolerances	
	Minus	**Plus**
1. Overall Height: Design Thickness 1-1/4 inch or less Design Thickness over 1-1/4 inch	 0 0	 +1/8 inch +1/4 inch
2. Overall Horizontal Dimensions: 36 inches or Less Over 36 inches	 0 0	 +1/4 inch +1/2 inch
3. Thickness of Individual Layers of Elastomer at any Point within the Bearing	± 20 % of Design Value but no more than ± 1/8 inch	
4. Parallelism with Opposite Face: Top and Bottom Sides	 0.005 Radians 0.02 Radians	
5. Position of Exposed Connection Members, Holes, Slots, or Inserts	± 1/8 inch	
6. Edge Cover: Embedded Laminates or Connection Members	0	+1/8 inch
7. Thickness: Top and Bottom Cover Layer (if required)	0	+1/8 inch
8. Size: Holes, Slots, or Inserts	± 1/8 inch	

1013-3 Certification and Testing:

1013-3.01 General Requirements:

(A) General:

A lot shall consist of a single type of bearing of the same design, material and thickness, delivered to the project site at the same time. Unless otherwise specified on the plans, certification and testing shall be as described in Subsections 1013-3.01(B) and (C) of the specifications.

(B) Quality Control Testing by Manufacturer:

The contractor shall furnish the Engineer with Certificates of Analysis from the manufacturer, conforming to the requirements of Subsection 106.05 of the specifications.

Each reinforced bearing shall be marked in indelible ink or flexible paint. The marking shall consist of the order number, lot number, bearing identification number, and elastomer type and grade number. The marking shall be on the face that is visible after erection of the bridge structures.

The ambient temperature tests on the elastomer described in Subsection 1013-3.02(A) of the specifications shall be conducted for the materials used in each lot of bearings. In lieu of performing a shear modulus test for each batch of material, the manufacturer may elect to provide certificates from tests performed within the preceding year on identical formulations.

All three low temperature tests described in Subsection 1013-3.02(C) of the specifications shall be conducted on Grade 3 material used in each lot of bearings, with the following exception. In lieu of the low temperature crystallization tests on each lot of bearings to be used, the manufacturer may choose to provide Certificates of Analysis from low-temperature crystallization tests performed within the preceding year on identical Grade 3 material.

Every finished bearing shall be visually inspected in accordance with Subsection 1013-3.02(C) of the specifications.

Every steel reinforced bearing shall be subjected to the short-term load test described in Subsection 1013-3.02(D) of the specifications.

From each lot of bearings designed by Method B of AASHTO LRFD Bridge Specifications Article 14.7.5, a random sample shall be subjected to the long-term load test described in Subsection 1013-3.02(E) of the specifications. The sample shall consist of at least one bearing chosen randomly from each size and material batch and shall comprise at least 10 percent of the lot. If one bearing of the sample fails, all the bearings of that lot shall be rejected, unless the manufacturer elects to test each bearing of the lot at no additional cost to the Department. In lieu of this random sampling procedure, the Engineer may require every bearing of the lot to be tested.

(C) Acceptance Testing:

A minimum of two sample pads from every 100 pads furnished, or portion thereof, will be selected at random by the Engineer at the project site for testing. A minimum of one sample pad will be selected from each lot. Bearing pads marked or otherwise presented to the Department as being test pads shall not be tested. Samples shall consist of complete pads as detailed on the project plans and as specified herein. The contractor shall furnish additional complete pads to replace those taken for testing. Pads shall be available for testing at least three weeks in advance of intended use.

Acceptance testing shall be performed by a laboratory listed in the ADOT Directory of Approved Testing Laboratories on the Department’s website.

The contractor shall, at no additional cost to the Department, have the elastomeric bearing pad samples tested by an approved testing laboratory. The testing laboratory shall be approved by the Engineer, shall not be affiliated with the bearing pad manufacturer, and shall be under the supervision of a registered professional engineer.

The contractor shall furnish the Engineer with Certificates of Analysis, conforming to the requirements of Subsection 106.05 of the specifications, from the approved testing laboratory certifying that the bearings tested conform to the specified requirements for dimensional tolerances and material properties. The following tests shall be performed as appropriate and be supported with Certificates of Analysis:

(1) Ambient temperature test;
(2) Heat resistance test;
(3) Visual inspection;
(4) Shear modulus test; and
(5) Bond and peel strength tests

The heat resistance tests shall be performed in accordance with Subsection 1013-3.02(B) of the specifications.

Shear stiffness tests shall be performed on material from a random sample of the finished bearings in accordance with Subsection 1013-3.02(F) of the specifications.

1013-3.02 Testing Requirements:

(A) Ambient Temperature Tests on the Elastomer:

The elastomer used shall satisfy the limits prescribed in Table 1013-1 for durometer hardness, tensile strength, and ultimate elongation. The bond to the reinforcement, if any, shall also satisfy the bond requirements in Subsection 1013-2.03 or 1013-2.04 of the specifications and shall be tested in accordance with ASTM D429, Method B. The shear modulus of the material shall be tested at 73 degrees F using the apparatus and procedure described in Annex A1 of ASTM D4014. The shear modulus shall fall within 15 percent of the specified value.

(B) Heat Resistance Tests on the Elastomer:

The elastomer shall satisfy the limits prescribed in Table 1013-1 for the change in durometer hardness, change in tensile strength, and change in ultimate elongation, as well as for compression set and ozone.

(C) Visual Inspection of the Finished Bearing:

Every finished bearing shall be inspected for compliance with dimensional tolerances and for overall quality of manufacturing.

(D) Short-Duration Compression Tests on Bearings:

The bearing shall be loaded in compression to 1.5 times its maximum design load. That load shall be held constant for five minutes, removed, and reapplied for another five minutes. The bearing shall be examined visually while under the second loading. If the bulging pattern suggests layer thickness or parallelism outside the specified tolerances or a poor laminate bond, the bearing shall be rejected. If there are three or more separate surface cracks greater than 0.08 inches wide and 0.08 inches deep, the bearing shall be rejected.

(E) Long-Duration Compression Tests on Bearings:

The bearing shall be loaded in compression to 1.5 times its maximum design load for a minimum period of 15 hours. If, during the test, the load falls below 1.3 times the maximum design load, the test duration shall be increased by the period of time for which the load is below this limit. The bearing shall be examined visually at the end of the test while it is still under load. If the bulging pattern suggests layer thickness or parallelism outside the specified tolerances or a poor laminate bond, the bearing shall be rejected. If there are three or more separate surface cracks greater than 0.08 inches wide and 0.08 inches deep, the bearing shall be rejected.

(F) Shear Modulus Tests on Material From Bearings:

The shear modulus of the material in the finished bearing shall be evaluated by testing a specimen cut from it using the apparatus and procedures described in Annex A1 of ASTM D4014, or, if directed by the Engineer, a comparable nondestructive stiffness test may be conducted on a pair of finished bearings. The shear modulus shall fall within 15 percent of the specified value. If the test is conducted on finished bearings, the material shear modulus shall be computed from the measured shear stiffness of the bearings, taking account of the influence on shear stiffness of bearing geometry and compressive load.

(G) Bond and Peel Strength Tests:

Cold bonding between individual laminated pads, if used, shall be tested in accordance with the requirements of California Test Method 663.

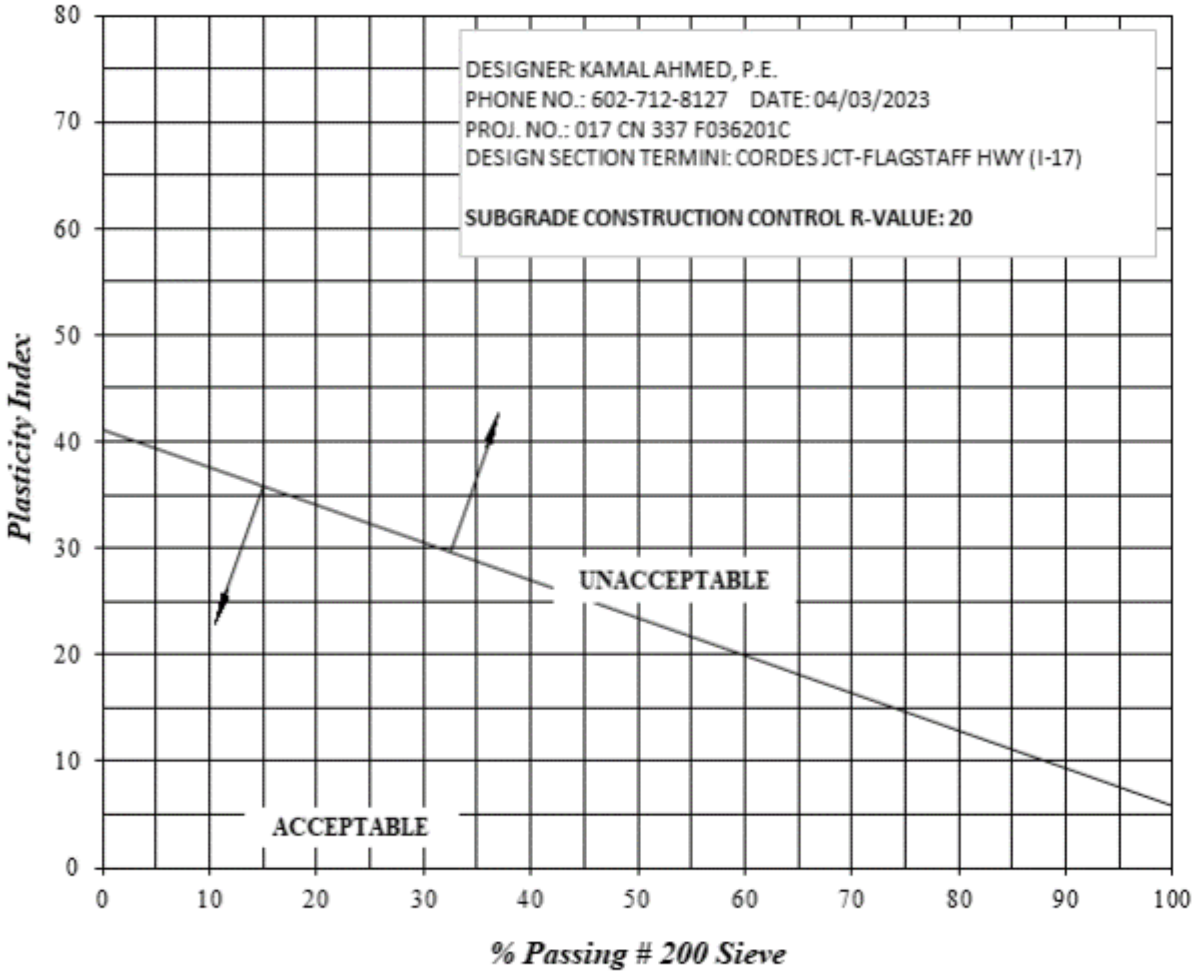
The peel strength test shall be performed in accordance with ASTM D429, Method B, for both fabric and steel reinforced pads.

1013-4 Installation:

Bearings shall be placed on surfaces that are plane to within 1/16 inch and horizontal to within 0.01 radians. Exterior plates of the bearing shall not be welded unless at least 1-1/2 inches of steel exists between the weld and the elastomer. In no case shall the elastomer or the bond be subjected to temperatures higher than 400 degrees F.

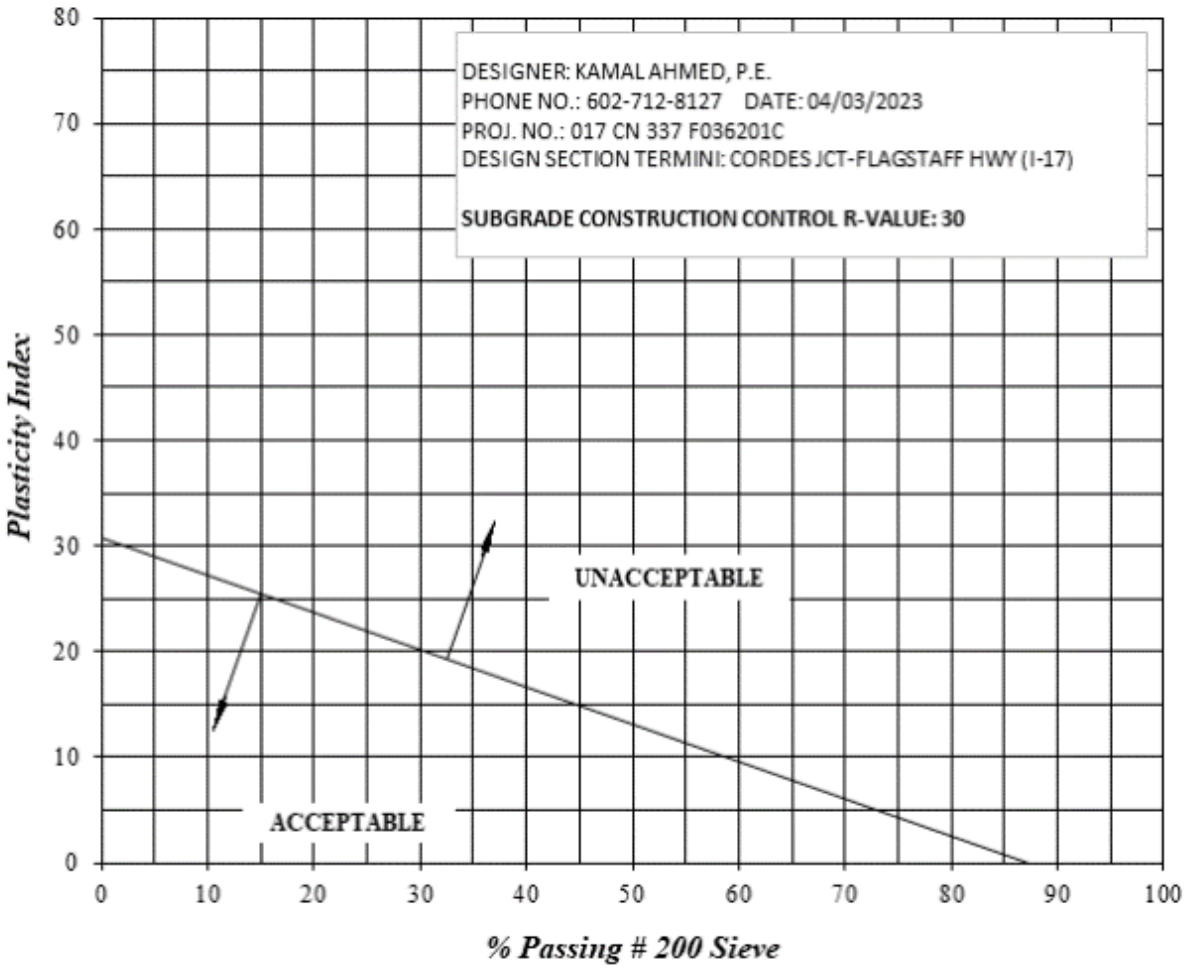
APPENDIX A

SUBGRADE ACCEPTANCE CHART
017 CN 337 F036201C / NHPP-017-B(237)T
AIRPORT ROAD TI UP (STR. # 0632)



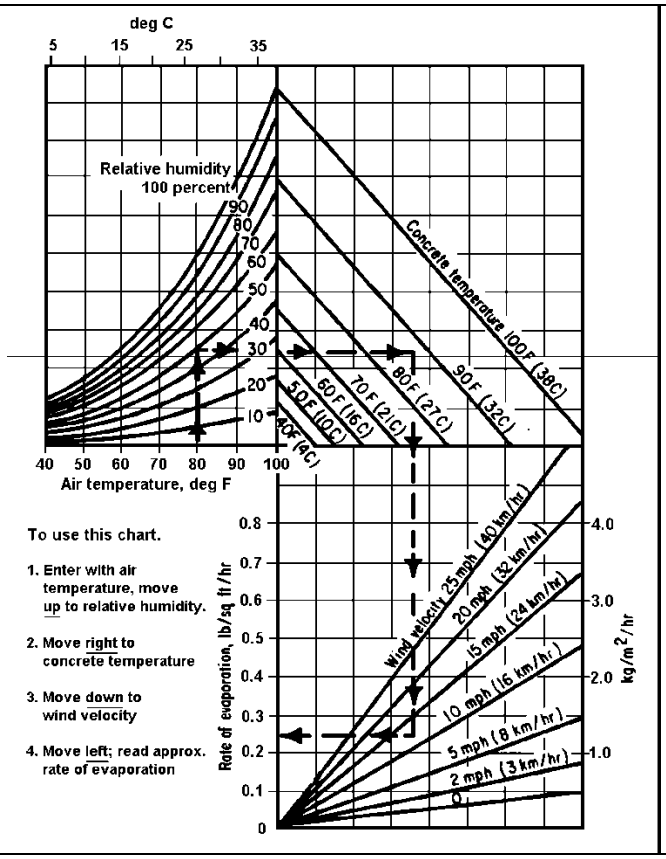
TEMPORARY DETOUR
(RAMPS C & D)

SUBGRADE ACCEPTANCE CHART
017 CN 337 F036201C / NHPP-017-B(237)T
AIRPORT ROAD TI UP (STR. # 0632)



ROUNDABOUT
(AC PAVEMENT WIDENING & TRUCK APRON)

APPENDIX B



Note: Example shown by dashed lines is for an air temperature of 80°F, relative humidity of 50 percent, concrete temperature of 87°F, and a wind velocity of 12 miles per hour. This result is a rate of evaporation of 0.24 pounds per square foot per hour.

APPENDIX B - Evaporation Rate of Surface Moisture

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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
EXECUTIVE ORDER 11246, July 1, 1978

(Revised November 3, 1980)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:

c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless or race):

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands): and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership or participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment ad training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement , to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such site or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and

Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative actions obligations (7a through p). The efforts of a contractor association, joint contractor- union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a seperate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as al imitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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TITLE VI / NON-DISCRIMINATION ASSURANCES
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ADOT

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: AZ20230008 09/01/2023

Superseded General Decision Number: AZ20220008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

1	06/09/2023
2	09/01/2023

* CARP0408-005 07/01/2023

	Rates	Fringes
CARPENTER (Including Cement Form Work)	$ 34.50	14.17

ENGI0428-001 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 31.69	13.52
Group 2	$ 34.96	13.52
Group 3	$ 36.04	13.52
Group 4	$ 37.07	13.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:
ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:
ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical

Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive $0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal $0.50 per hour over base rate.

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* IRON0075-004 07/31/2023

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar	$ 29.00	17.44

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2: 050 to 100 miles - Add $4.00
Zone 3: 100 to 150 miles - Add $5.00
Zone 4: 150 miles & over - Add $6.50

LABO1184-008 06/01/2023

	Rates	Fringes
Laborers:		
Group 1	$ 24.18	7.59
Group 2	$ 25.82	7.59
Group 3	$ 26.68	7.59
Group 4	$ 27.65	7.59
Group 5	$ 28.75	7.59

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe

Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

PAIN0086-001 04/01/2017

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties)	$ 19.58	6.40

ZONE PAY: More than 100 miles from Old Phoenix Courthouse $3.50 additional per hour.

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* SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON	$ 19.28	3.99
ELECTRICIAN	$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County	$ 23.17	14.83
Pinal County	$ 20.27	8.35
LABORER		
Asphalt Raker	$ 15.49 **	3.49
Compaction Tool Operator	$ 14.59 **	2.91
Concrete Worker	$ 13.55 **	3.20
Concrete/Asphalt Saw	$ 13.95 **	2.58
Driller-Core, diamond, wagon, air track	$ 16.94	3.12
Dumpman Spotter	$ 14.99 **	3.16
Fence Builder	$ 13.28 **	2.99
Flagger Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 12.35 **	1.59
Formsetter	$ 16.09 **	3.97
General/Cleanup Laborer Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma	$ 14.54 **	3.49
Grade Setter (Pipeline)	$ 17.83	5.45
Guard Rail Installer	$ 13.28 **	2.99
Landscape Laborer	$ 11.39 **	
Landscape Sprinkler Installer	$ 15.27 **	

Pipelayer	$ 14.81 **	2.96
Powderman, Hydrasonic	$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine	$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 19.92	7.10
Crane (under 15 tons)	$ 21.35	7.36
Dragline (up to 10 cu yd)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 18.72	3.59
Drilling Machine (including Water Wells)	$ 20.58	5.65
Grade Checker		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 16.04 **	3.68
Hydrographic Seeder	$ 15.88 **	7.67
Mass Excavator	$ 20.97	4.28
Milling Machine/Rotomill	$ 21.42	7.45
Motor Grader (Finish-any type power blade)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 21.92	4.66
Motor Grader (Rough)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 20.07	4.13
Oiler	$ 18.15	8.24
Power Sweeper	$ 16.76	4.44
Roller (all types Asphalt)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 18.27	3.99
Roller (excluding asphalt)	$ 15.65 **	3.32
Scraper (pneumatic tired)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 17.69	3.45
Screed		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 17.54	3.72
Shovel < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 18.72	3.59
Skip Loader (all types <3 cu yd)	$ 18.28	5.30
Skip Loader (all types 3 < 6 cu yd)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 18.64	4.86
Skip Loader (all types 6 < 10 cu yd)	$ 20.15	4.52
Tractor (dozer, pusher - all)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 17.26	2.65

PAINTER
Coconino, Maricopa,
Mohave, Pima, Pinal & Yuma..$ 15.57 ** 3.92

TRUCK DRIVER
2 or 3 Axle Dump or
Flatrack.....$ 16.27 3.30
5 Axle Dump or Flatrack.....$ 13.97 ** 2.89
6 Axle Dump or Flatrack (<
16 cu yd).....$ 17.79 6.42
Belly Dump.....$ 14.67 **
Oil Tanker Bootman.....$ 22.03
Self-Propelled Street
Sweeper.....$ 13.11 ** 5.48
Water Truck 2500 < 3900
gallons.....$ 18.14 4.55
Water Truck 3900 gallons
and over.....$ 15.92 ** 3.33
Water Truck under 2500
gallons.....$ 15.94 ** 4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

ARIZONA DEPARTMENT OF TRANSPORTATION
INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION
CONTRACTS AND SPECIFICATIONS GROUP

BID SCHEDULE

CONTRACT # 2023045

TRACS No.	Project No.	Item	County	District	Gross Length	Net Length	Prepared By:
017 CN 337 F036201C	017-B-(237)T	100188	COCONINO	NORTHCENT	1		Brandon Campbell

Highway Termini	Location	Work Description
• CORDES JCT - FLAGSTAFF HIGHWAY (I-17)	• Airport Road TI Up	• Bridge Replacement

BID SCHEDULE

017 CN 337 F036201C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
2010020	REMOVAL OF TREES	EACH	11		
2020007	REMOVAL OF MISCELLANEOUS CONCRETE	L.SUM	1		
2020020	REMOVAL OF CONCRETE CURB	L.FT.	250		
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L.FT.	496		
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	3,516		
2020027	REMOVAL OF CONCRETE BARRIER	L.FT.	215		
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	3,064		
2020031	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT	SQ.YD.	140		
2020041	REMOVAL OF PIPE	L.FT.	64		
2020053	REMOVE (POLE FOUNDATION)	EACH	4		
2020071	REMOVE GUARD RAIL	L.FT.	1,888		
2020084	REMOVE BITUMINOUS PAVEMENT (MILLING) (2 1/2")	SQ.YD.	810		
2020152	REMOVE DETOUR	SQ.YD.	835		
2020155	REMOVE (SIGNS)	EACH	20		

BID SCHEDULE

017 CN 337 F036201C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
2020401	REMOVE AND RESET (METAL SAFETY END SECTION)(18")	EACH	1		
2030301	ROADWAY EXCAVATION	CU.YD.	2,385		
2040001	RESHAPING AND GRADING EXISTING IMPROVEMENTS	L.SUM	1		
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	950		
4040125	FOG COAT	TON	4		
4040165	BLOTTER MATERIAL	SQ.YD.	3,600		
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	1,220		
4110001	ASPHALTIC CONCRETE FRICTION COURSE (MISC.)	TON	1		
5012518	STORM DRAIN PIPE, 18"	L.FT.	30		
5030029	CONCRETE CATCH BASIN (C-15.20) TWO 3.5' WINGS, H=8' OR LESS	EACH	1		
6010725	PORTLAND CEMENT CONCRETE (11")(CLASS S)	SQ.YD.	131		
6011150	SINGLE SLOPE BRIDGE CONCRETE BARRIER AND TRANSITION (38")	L.FT.	47		
6070004	BREAKAWAY SIGN POST W6X12	L.FT.	36		
6070006	BREAKAWAY SIGN POST W8X18	L.FT.	62		

BID SCHEDULE

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Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
6070024	FOUNDATION FOR BREAKAWAY SIGN POST W6X12	EACH	2		
6070026	FOUNDATION FOR BREAKAWAY SIGN POST W8X18	EACH	4		
6070038	SLIP BASE	EACH	19		
6070054	SIGN POST (PERFORATED) (2 S)	L.FT.	42		
6070055	SIGN POST (PERFORATED) (2 1/2 S)	L.FT.	148		
6070057	SIGN POST (PERFORATED) (2 1/2 T)	L.FT.	114		
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	30		
6080005	REGULATORY, WARNING, OR MARKER SIGN PANEL	SQ.FT.	148		
6080025	FLAT SHEET ALUMINUM SIGN PANEL	SQ.FT.	60		
6080120	SIGN (RELOCATE PANEL)	EACH	7		
7015010	TEMPORARY CONCRETE BARRIER (INSTALLATION AND REMOVAL)	L.FT.	3,120		
7015020	TEMPORARY IMPACT ATTENUATORS (INSTALLATION AND REMOVAL)	EACH	2		
7015091	SPECIALTY SIGNS	SQ.FT.	133		
7016020	TEMPORARY CONCRETE BARRIER (IN USE)	L.FT.-DAY	251,840		
7016021	TEMPORARY IMPACT ATTENUATORS (IN USE)	EACH-DAY	134		

BID SCHEDULE

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Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
7016030	BARRICADE (TYPE 1, TYPE 2, VERT.PANEL, TUBULAR MARKER)	EACH-DAY	55,988		
7016031	BARRICADE (TYPE 3, HIGH LEVEL FLAG TREE)	EACH-DAY	250		
7016033	PORTABLE SIGN STAND (SPRING TYPE)	EACH-DAY	15,624		
7016035	WARNING LIGHT (TYPE A)	EACH-DAY	10,448		
7016037	WARNING LIGHT (TYPE C)	EACH-DAY	54,822		
7016050	TRUCK-MOUNTED ATTENUATOR	EACH-DAY	10		
7016051	TEMPORARY SIGN (LESS THAN 10 S.F.)	EACH-DAY	11,160		
7016052	TEMPORARY SIGN (10 S.F. OR MORE)	EACH-DAY	4,856		
7016061	FLASHING ARROW PANEL	EACH-DAY	96		
7016067	CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	EACH-DAY	2,515		
7016075	FLAGGING SERVICES (CIVILIAN)	HOUR	1,624		
7016079	FLAGGING SERVICES (UNIFORMED OFFICER)	HOUR	1,584		
7017030	SEQUENTIAL FLASHING WARNING LIGHT	EACH-DAY	1,652		
7030026	DELINEATOR ASSEMBLY (FLEXIBLE) (CONCRETE FOUNDATION)	EACH	8		

BID SCHEDULE

017 CN 337 F036201C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
7050033	PAVEMENT MARKING, PREFORMED, TYPE II SINGLE ARROW	EACH	5		
7050046	PAVEMENT MARKING, PREFORMED, TYPE III, LEGEND	EACH	2		
7080201	WATERBORNE-TYPE I PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,200		
7080202	WATERBORNE-TYPE I PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	3,382		
7080301	PAINT BULL NOSE	EACH	5		
7090001	DUAL COMPONENT PAVEMENT MARKING (WHITE EPOXY)	L.FT.	4,110		
7090002	DUAL COMPONENT PAVEMENT MARKING (YELLOW EPOXY)	L.FT.	5,478		
7090014	REMOVAL OF CURING COMPOUND FOR STRIPING	L.FT.	1,260		
7310261	POLE FOUNDATION (TYPE G) (SLIP AWAY BASE)	EACH	4		
7310832	RELOCATE EXISTING LIGHT POLES	EACH	4		
7320050	ELECTRICAL CONDUIT (2") (PVC)	L.FT.	200		
7320070	ELECTRICAL CONDUIT (3") (PVC)	L.FT.	558		
7320410	PULL BOX (NO. 5)	EACH	2		

BID SCHEDULE

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Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
7320421	PULL BOX (NO. 7) (WITH EXTENSION)	EACH	2		
7320440	PULL BOX (NO. 5) (HEAVY DUTY)	EACH	1		
7320482	RESET AND/OR RELOCATE EXISTING PULL BOXES	L.SUM	1		
7320650	CONDUCTORS	L.SUM	1		
7320740	REMOVAL OF EXISTING CONDUCTORS	L.FT.	150		
8050003	SEEDING (CLASS II)	ACRE	5		
8101014	EROSION CONTROL (CURB INLET PROTECTION)	L.FT.	50		
8101018	EROSION CONTROL (STABILIZED CONSTRUCTION ENTRANCE/EXIT GRAVEL PAD)	SQ.YD.	1,000		
8101029	EROSION CONTROL (ROCK MULCH) (GRADATION C)	CU.YD.	156		
8101050	EROSION CONTROL (WATTLE)(20")	L.FT.	555		
9010001	MOBILIZATION	L.SUM	1		
9050005	GUARD RAIL, W-BEAM, SINGLE FACE (MASH)	L.FT.	163		
9050024	GUARD RAIL TERMINAL (TANGENT TYPE)	EACH	2		
9050028	GUARD RAIL TERMINAL (FLARE TYPE)	EACH	1		
9050036	GUARD RAIL, ANCHOR ASSEMBLY	EACH	3		

BID SCHEDULE

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Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
9050419	GUARD RAIL TRANSITION (C-10.30)	EACH	2		
9080031	CONCRETE CURB (C-05.10) (TYPE G)	L.FT.	214		
9080041	CONCRETE CURB (TYPE A1)	L.FT.	88		
9080081	CONCRETE CURB AND GUTTER (C-05.10) (TYPE G)	L.FT.	444		
9080084	CONCRETE CURB AND GUTTER (DETAIL A)	L.FT.	120		
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	2,124		
9080297	CONCRETE SIDEWALK RAMP (DETAIL B)	SQ.FT.	789		
9080299	CONCRETE SIDEWALK RAMP (DETAIL C)	SQ.FT.	427		
9210011	MEDIAN PAVING	SQ.YD.	130		
9240046	MISCELLANEOUS WORK (CENTER ISLAND)(DETAIL A)	CU.YD.	266		
9240170	CONTRACTOR QUALITY CONTROL	L.SUM	1		
9240181	MISCELLANEOUS WORK (CONTROL OF NOXIOUS PLANTS)(MANUAL/MECHANICAL METHODS)	SQ.YD.	2,904		
9240182	MISCELLANEOUS WORK (CONTROL OF NOXIOUS PLANTS)(HERBICIDE)	SQ.YD.	5,808		
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1		

BID SCHEDULE

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Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
9280037	GROUND-IN RUMBLE STRIP (12 INCH)	L.FT.	992		

BID SCHEDULE

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Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
AIRPORT TI BRIDGE STR. NO. 20256					
2020002 A	REMOVE BRIDGE	L.SUM	1		
2030501 A	STRUCTURAL EXCAVATION	CU.YD.	245		
2030506 A	STRUCTURE BACKFILL	CU.YD.	125		
6010003 A	STRUCTURAL CONCRETE (CLASS S) (F'C = 3,500)	CU.YD.	180		
6010102 A	SILICA FUME CONCRETE FOR BRIDGE DECKS	CU.YD.	252		
6010835 A	BRIDGE DECK TEXTURING (SAWED GROOVES)	SQ.YD.	1,181		
6011151 A	SINGLE SLOPE BRIDGE CONCRETE BARRIER AND TRANSITION (42")	L.FT.	488		
6011343 A	DECK JOINT ASSEMBLY (FLANGELESS STRIP SEAL)	L.FT.	88		
6011371 A	APPROACH SLAB (SD 2.01)	SQ.FT.	1,418		
6014962 A	PRECAST, P/S MEMBER (BOX BEAM TYPE BII-48)	L.FT.	2,316		
6050002 A	REINFORCING STEEL	LB.	42,400		
6050012 A	REINFORCING STEEL (EPOXY COATED)	LB.	78,395		
9240118 A	MISCELLANEOUS WORK (PENETRATING SEALER)	SQ.FT.	2,165		

BID SCHEDULE

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Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
AIRPORT TI BRIDGE STR. NO. 20256					
9240119 A	MISCELLANEOUS WORK (ANCHOR FOR FUTURE FENCE)	EACH	36		
BRIDGE RELATED WORK					
6090078 B	DRILLED SHAFT FOUNDATION (78")	L.FT.	18		
6091030 B	DRILLED SHAFTS (ROCK) (36")	L.FT.	122		
6091031 B	DRILLED SHAFTS (ROCK) (72")	L.FT.	26		

BID TOTAL :

PROPOSAL

TO THE ARIZONA DEPARTMENT OF TRANSPORTATION:

Gentlemen:

The following Proposal is made for constructing project

017 CN 337 F036201C 017-B(237)T
CORDES JCT-FLAGSTAFF HIGHWAY (I-17)
(AIRPORT RD TI UP)

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.

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NOW THEREFORE, if the Obligee, acting by and through its Transportation board, shall accept the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

_____
Principal

_____
By

_____
Title

_____
Surety

_____
By Attorney-in-Fact

_____
Address Attorney-in-Fact

Subscribed and sworn before me
this _____ day of _____, 20 _____.

My Commission expires: _____

_____
Notary Public

R9/13

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS APRIL, 1969

The bidder _____, proposed subcontractor _____, hereby certifies that it has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that it has _____, has not _____, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By: _____

_____
(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7b (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Information concerning Standard Form 100 (EEO-1) is available from:

Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CERTIFICATION WITH RESPECT TO THE

RECEIPT OF ADDENDA

In the submission of a bid and by the signing of the Proposal, this will certify that the following numbered addenda issued on this project have been brought to my personal attention and furthermore that I understand and agree that those will be made a part of the Contract.

Addendum No. _____, _____, _____, _____, _____

_____
PRINT NAME OF CONTRACTOR

_____
SIGNATURE

_____
TITLE

_____
DATE

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CORDES JCT-FLAGSTAFF HIGHWAY (I-17)
(AIRPORT RD TI UP)

REVISED 05/02

ARIZONA DEPARTMENT OF TRANSPORTATION

PARTICIPATION IN BOYCOTT OF ISRAEL CERTIFICATION FORM

Unless and until the District Court's injunction in Jordahl is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.0l(A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is no longer a mandatory part of the offer. Offers will not be evaluated based on whether this certification has been completed.

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This Certification is required in response to legislation enacted to prohibit the State from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the bid. The bidder understands that this response will become public record and may be subject to publicinspection.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, Limited Liability Company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) Together with other investors that are not subject to this section.
   (b) That are held in an index fund.
5. “Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. “Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All Bidders must select one of thefollowing:

_____**The bidder does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.**

_____The bidder **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, the bidder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

ARIZONA DEPARTMENT OF TRANSPORTATION

Forced Labor of Ethnic Uyghurs Ban Certification Form

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the bidder shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

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Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all bidders must select <u>one</u> of the following:

☐	The bidder **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
☐	The bidder **<u>does</u>** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	**Exempt Contractor.** Select all statements that applies to this Contractor: ☐ Contractor is a sole proprietorship; ☐ Contractor has fewer than ten (10) employees; and/or ☐ Contractor is a non-profit organization.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title

ARIZONA DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
GOAL ASSURANCE

The undersigned, fully cognizant of the requirements and of the goal established, hereby certifies that in the preparation of this bid for federal aid project:

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CORDES JCT-FLAGSTAFF HIGHWAY (I-17)
(AIRPORT RD TI UP)

(CHECK ONE)

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

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

THIS CERTIFICATE MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE BID.

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

In accordance with the DBE Special Provisions, the bidder shall specify its DBE participation on the "DBE Intended Participation Affidavit", or provide documentation of its good faith efforts, by 4:00 p.m. on the fifth calendar day following the bid opening. The bidder shall obtain the required affidavit from the Business Engagement & Compliance Office (BECO) website at http://www.azdot.gov/bec or email contractorcompliance@azdot.gov

_____
Print Name of Firm

_____
Print Name of Authorized Officer of Firm

_____
Signature of Authorized Officer of Firm

_____
Title

_____
Date