

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CACTUS TRANSPORT, INC.,
d/b/a CACTUS ASPHALT**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 7, 2013, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Cactus Transport, Inc., d/b/a Cactus Asphalt, an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona, Department of Transportation ("ADOT") entered into TRACS/Project No. 085PM042 H804901C STP-085-A(202)T dated August 24, 2012, with the Contractor for the Contractor to apply polymer chip seal coat and related services on the Gila Bend-Lukeville Highway (the "ADOT Contract"). A copy of the ADOT Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The Town is permitted, pursuant to Section 3-3-13 of the Town Code, to make purchases under the ADOT Contract, at its discretion and with the agreement of the awarded Contractor, and the ADOT Contract permits its cooperative use by other public entities including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship between the Town and the Contractor, (ii) establishing the terms and conditions by which the Contractor may provide the Town with crack sealing and related services to various roads in the area referred to as Zone 6, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 7, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the ADOT Contract.

2. Scope of Work. Contractor shall provide the Materials and Services (i) under the terms and conditions of the ADOT Contract, (ii) as set forth in the Fee Proposal, attached hereto

as Exhibit B and incorporated herein by reference and (iii) pursuant to instructions from the Town.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$125,000 for Materials and Services at the unit rates as set forth in the Fee Proposal attached hereto as Exhibit B.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the ADOT Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the ADOT Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this section the term “scrutinized business operations” shall have the meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Town determines that the Contractor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the Town of Fountain Hills, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, OSHA and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, invoices and the ADOT Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the ADOT Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the ADOT Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the ADOT Contract, the Town shall be afforded all of the rights and privileges afforded to ADOT and shall be the “State” (as defined in the ADOT Contract) for the purposes of the ADOT Contract.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the ADOT Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

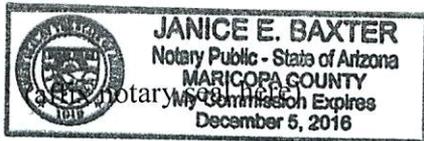
Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on March 11, 2013, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.

Janice E. Baxter
Notary Public in and for the State of Arizona



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

CACTUS TRANSPORT, INC.,
d/b/a CACTUS ASPHALT,
an Arizona corporation

By: _____

Name: Jake Dominy

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on March , 2013, by Jake Dominy as President of CACTUS TRANSPORT, INC., d/b/a CACTUS ASPHALT, an Arizona corporation on behalf of the corporation.

Armin Palacios
Notary Public in and for the State of Arizona

(affix notary seal here)

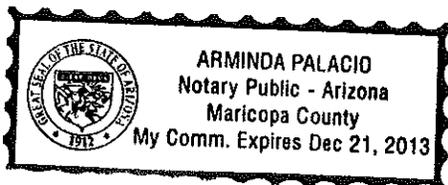


EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CACTUS TRANSPORT, INC., d/b/a CACTUS ASPHALT

[ADOT Contract]

See following pages.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 24TH day of AUGUST, 20 12
by and between the STATE OF ARIZONA, acting by and through its State Engineer duly authorized by the Director, Arizona

Department of Transportation to enter into such agreement, party of the first part, and

CACTUS TRANSPORT, INC.

hereinafter called the Contractor, party of the second part.

WITNESSETH: That the said Contractor, for in consideration of the sum to be paid him by said State Arizona in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, heirs, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall perform in a workmanlike and substantial manner and to the satisfaction of the State Engineer, all the work specified under TRACS/Project No.

085 PM 042-H804901C STP-085-A(202)T
GILA BEND-LUKEVILLE HIGHWAY (SR 85)
(Ajo-Organ Pipe Cactus National Monument)

and furnish at his own cost and expense all necessary machinery, tools, apparatus, materials and labor to complete the work in the most substantial and workmanlike manner according to the Plans and Specifications therefor on file with the State Engineer and such modifications of the same and other directions that may be made by the State Engineer as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: It is further agreed that the Proposal, Plans, Standard Specifications, Special Provisions, Contract Bond(s) and any and all Supplementary Agreements, and any and all requirements necessary to complete the work in a substantial and acceptable manner, and any and all equipment and progress statements required, are hereby referred to and made a part of this contract, and shall have the same force and effect as though all of the same were fully inserted herein.

ARTICLE III - WARRANTY: The Contractor expressly warrants that he is free from obligation of any other person or persons for services rendered, or supposed to have rendered, in the procurement of this contract. He further agrees that any breach of the Warranty shall constitute adequate cause for the annulment of the Contract by the State of Arizona and that the State of Arizona may retain to its own use from any sums of money due or become due thereunder, an amount thereof equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

ARTICLE IV - TIME OF COMPLETION: The Contractor further covenants and agrees that all of the said materials shall be furnished and delivered and all of the said labor shall be done and performed in every respect to the satisfaction and approval of the State Engineer and that the said work shall be turned over to the State Engineer, complete and ready for use, on or before the specified time herein. The work shall be free and discharged of all claims and demands whatsoever for, or on account of any and all labor and materials used or furnished to be used in said work.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the State Engineer, to complete the entire work to the satisfaction of the State Engineer, and within the aforesaid time limit, the party of the first part shall deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount in accordance with Subsection 108.09 of the Contract Specifications.

If no money shall be due the Contractor, the State shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages, in accordance with Subsection 108.09 of the Contract Specifications, said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of said work or any delay occasioned by the Arizona Department of Transportation, the State Engineer may extend the period hereinbefore specified for the completion of said work in accordance with the Specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

After the date as set up in Contract plus any extension granted, no further payments shall be made the Contractor until all work is completed and accepted by the State engineer. It is also agreed that the date of completion shall be that upon which the work is accepted by the State Engineer.

ARTICLE V - CLAIMS FOR EXTRA WORK: It is distinctly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the Contractor, will be allowed by the State Engineer, nor shall the Contractor do any work or furnish any materials not covered by these Specifications and Contract, unless such work is ordered in writing by the State Engineer. In no event shall the Contractor incur any liability by reason of any oral direction or instruction that he may be given by the State Engineer, or his authorized representatives. It is the intent and meaning of this Article that all orders, directions, instructions, not contained in the Plans, Specifications, and Special Provisions, pertaining to the work shall be in writing, and the Contractor hereby waives any claims for compensation for work done, or materials furnished in violation thereof.

ARTICLE VI - MISUNDERSTANDING OR DECEPTION: The party of the second part agrees that he has investigated the site of the work and all parts and appurtenances thereto and hereby waives any right to plead misunderstanding or deception as to location, character of work or materials, estimates of quantities or other conditions surrounding or being a part of the work and understands that the quantities given in the Bidding Schedule are approximate only, and hereby agrees to accept the quantities as actually placed and finally determined upon the completion of the work, in accordance with the Contract Documents.

ARTICLE VII - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced, as set forth in the Contract Agreement, Specifications, Special Provisions, Bidding Schedule and all general and detailed Specifications and Plans, which are a part hereof; and in accordance with the directions of the State Engineer and to his satisfaction or his authorized agents, the said State of Arizona agrees to pay to said Contractor the amount earned, computed from the actual quantities of work performed, as shown by the estimates of the State Engineer, and the unit prices named in the attached Bidding Schedule and Supplementary Agreements made a part hereof, and to make such payments in the manner and at the time provided in the specifications hereto appended.

12-0912 R10/91

ARTICLE VIII - IT IS EXPRESSLY UNDERSTOOD AND AGREED that no work shall be done nor any obligations incurred under this contract during any fiscal year which are in excess of the funds programmed and budgeted for this project for that fiscal year.

ARTICLE IX - THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE STATE, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said contractor or an account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said contractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree, except the contractor is not required to indemnify or save harmless the State from liability arising from the negligence of the State.

The contractor shall indemnify and save harmless any county or incorporated city, its officers and employees, within the limits of which county or incorporated city work is being performed, all in the same manner and to the same extent as provided in the above paragraph.

IT IS FURTHER UNDERSTOOD AND AGREED that all work required to be done under this contract in excess of the funds now appropriated and budgeted for this project shall not be done nor any obligation incurred therefor until such time as the Legislature appropriates the additional funds and the same are budgeted for this project by the Arizona Department of Transportation and in that event the parties hereto are bound to continue performance of this contract to the extent permitted by the funds so appropriated and budgeted.

In the event that no funds are appropriated or budgeted for this project for the succeeding fiscal year, then this contract shall be null and void, except as to that portion for which funds have now been appropriated and budgeted, therefore, and no right of action or damages shall accrue to the benefit of the parties hereto as to that portion of the contract that may so become null and void.

All parties are hereby put on notice that this contract (agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IT IS ALSO UNDERSTOOD AND AGREED that this contract is subject to A.R.S. 28-1824, 28-1825, 28-1826, together with all other limitations pursuant to the applicable laws of the State of Arizona relating to public contracts and expenditures.

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GILA BEND-LUKEVILLE HIGHWAY (SR 85)
(Ajo-Organ Pipe Cactus National Monument)

Witness our hands and seals this 24TH day of AUGUST 20 12

STATE OF ARIZONA

By: [Signature]
Department of Transportation

EVIDENCE OF AUTHORITY TO SIGN
THE CONTRACT MUST BE ON FILE
WITH THE DEPARTMENT,
OTHERWISE IT MUST BE FURNISHED
WITH THE PROPOSAL.

PARTY OF THE FIRST PART

Cactus Transport, Inc

By: J.R. Doming
Contractor J.R. Doming, Vice-President

Attest [Signature]
Signature

PARTY OF THE SECOND PART



Arizona Department of Transportation
Intermodal Transportation Division

Contracts & Specifications Section
1651 W Jackson St. Room 121F Phoenix, Arizona 85007-3217
Phone (602) 712-7221 Fax (602) 712-6956

Janice K. Brewer
Governor

Jennifer Toth
State Engineer

John S. Hallikowski
Director

August 20, 2012

Cactus Transport, Inc.
8211 West Sherman Street
Tolleson, AZ 85353

RE: 085 PM 042 H804901C
STP-085-A(202)T
GILA BEND – LUKEVILLE HIGHWAY (SR 85)
(Ajo – Organ Pipe Cactus National Monument)
ITEM #32312

At a Meeting on August 17, 2012, the Transportation Board awarded a contract for the construction of the above referenced project to you in accordance with the proposal you submitted to this Department on July 27, 2012. This is your Notice of Award of Contract.

In accordance with subsection 103.08 of the Specifications, you shall sign the contract and return it with satisfactory contract bonds no later than 10 calendar days after the date of this Notice of Award. Your submittal shall include the required Certificate of Insurance and Workers Compensation documents, and work shall not start nor shall there be a partnering meeting nor a preconstruction conference until the contract is fully executed.

In accordance with subsection 108.02 of the Standard Specifications, you shall begin work on or before September 18, 2012. Contract time will be charged commencing on that date.

Contact the Construction Supervisor as shown on the advertisement for proposals to arrange a Preconstruction Conference.

We look forward to working with your company toward the successful completion of this project.

Sincerely,

STEVE HULL
Engineer-Manager

SH:erb

cc: District Engineer
Resident Engineer

323-1208

ARIZONA DEPARTMENT OF TRANSPORTATION

ADVERTISEMENT FOR BIDS

BID OPENING: FRIDAY, JULY 27, 2012, AT 11:00 A.M. (M.S.T.)

TRACS NO 085 PM 042 H804901C
PROJ NO STP 085-A-(202)T
TERMINI GILA BEND-LUKEVILLE HIGHWAY (SR 85)
LOCATION AJO - ORGAN PIPE CACTUS NATIONAL MONUMENT

ROUTE NO.	MILEPOST	DISTRICT	ITEM NO.
SR 85	42.30 To 57.80	TUCSON	32312

The amount programmed for this contract is \$1,200,000. The location and description of the proposed work and the representative items and approximate quantities are as follows:

The proposed work is located in Pima County on SR 85, approximately 2 miles south of Ajo, beginning at milepost 42.30 and ending at milepost 57.80. The work consists of applying a polymer chip seal coat and replacing pavement markings.

REPRESENTATIVE ITEMS	UNIT	QUANTITY
Emulsified Asphalt (CRS-2P)	TON	430
Cover Material	CU.YD.	2,500
Pavement Marking (Extruded Thermoplastic) (0.090")	L.FT.	340,500
Permanent Pavement Marking (Painted)	L.FT.	226,900
Miscellaneous Work (Crack Sealing)	LB.	110,000
Construction Surveying and Layout	L.SUM	1

The time allowed for the completion of the work included in this project will be 50 working days.

The Arizona Department of Transportation hereby notifies all bidders that pursuant to this advertisement for bids, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, 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 0.91%.

Project plans, special provisions, and proposal pamphlets may be purchased from Contracts and Specifications Section, 1651 W. Jackson, Room 121F, Phoenix, AZ 85007-3217, (602) 712-7221. Plans and bidding documents should be available for sale to bidders within one week following the advertisement for bids. The cost is \$10.00, payable at time of order by cash, check or money order. Please indicate whether a bid proposal package or a subcontractor/supplier set is desired. An additional fee of \$5.00 will be charged for each set of Special Provisions requested which is not accompanied by the purchase of a related set of project plans. Checks should be made payable to the Arizona Department of Transportation. No refund will be made for plans and specifications returned. We cannot guarantee mail delivery.

This project is eligible for electronic bidding.

No contracting firm will be issued a proposal pamphlet until it has become prequalified. The Application for Contractor Prequalification shall be filed at least 15 calendar days prior to the bid opening date. The Application may be obtained from Contracts and Specifications Section.

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

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

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

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

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

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

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

C&S Technical Leader	Manish Shah	(602) 712-7216
Construction Supervisor:	Carter McKune	(520) 836-2501

STEVE HULL,
Engineer-Manager
Contracts & Specifications Section

Project Advertised on June 22, 2012

SPECIAL PROVISIONS

FOR

ARIZONA PROJECT

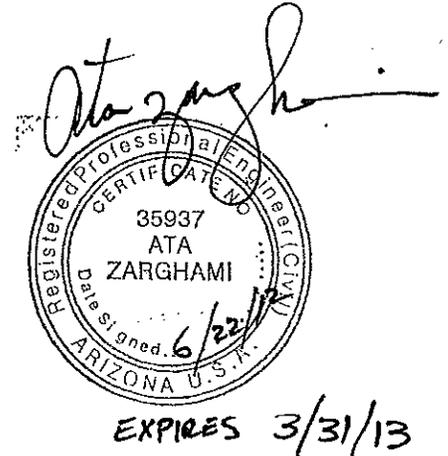
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STP 085-A-(202)T

GILA BEND-LUKEVILLE HIGHWAY (SR 85)

AJO - ORGAN PIPE CACTUS NATIONAL MONUMENT

PAVEMENT PRESERVATION



PROPOSED WORK:

The proposed work is located in Pima County on SR 85, approximately 2 miles south of Ajo, beginning at milepost 42.30 and ending at milepost 57.80. The work consists of applying a polymer chip seal coat and replacing pavement markings.

(SPC00FA, 01/20/12)

SPECIFICATIONS:

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

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

Arizona Department of Transportation, Intermodal Transportation Division, Standard Drawings, listed in the project plans and defined hereinafter,

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

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

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

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

These Special Provisions,

Attachment A – Nationwide Permit Number 14,

List of Subcontractors, Suppliers, Service Providers and Manufacturers Bidding ADOT Contracts, dated 9/23/10,

Required Contract Provisions All Federal-Aid Construction Contracts (Form FHWA 1273 Revised March, 1994) with cover sheet revision dated 03/25/10,

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

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, and
Revised August 2005,

Federal-Aid Proposal (Notices to Prospective Federal-Aid Construction Contractors),
September 29, 1975,

Wage Determination Decision,

Bidding Schedule,

Included in the Proposal Pamphlet only:

Proposal,

Surety (Bid) Bond, 12-1303,

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

Certification With Respect to the Receipt of Addenda,

Affidavit Disadvantaged Business Enterprises,

BID SUBMISSION:

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

Proposal,

Bidding Schedule,

Surety (Bid) Bond, 12-1303,

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

Certification With Respect to the Receipt of Addenda.

Affidavit Disadvantaged Business Enterprises.

PROPOSAL GUARANTY:

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

CONTRACT DOCUMENTS:

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

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

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

Statutory Performance Bond, 12-1301, September, 1992

Statutory Payment Bond, 12-1302, September, 1992

Contract Agreement, 12-0912, August, 2000

Certificate of Insurance, 12-0100, June, 1998

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

COPIES OF PROJECT DOCUMENTS:

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

Contract Size (Dollars)	Full Size Plans	1/2 Size Plans	Bound Bid Books	Unbound Bid Books
\$0 - \$10,000,000	2	25	5	25
over \$10,000,000	5	50	5	50

These plans and Special Provisions will be set aside and designated for use by the low bidder along with an equal number held in reserve for the responsible District Office. In the event that excess documents remain following bid opening, the additional documents will be evenly split between the low bidder and the A.D.O.T. District Office.

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

MATERIAL AND SITE INFORMATION:

Projects requiring materials, excavation, or site investigation may have additional information available concerning the material investigations of the project site and adjacent projects. This information, when available and applicable, may be examined in the Office of the Materials Engineer, ADOT Materials Group, 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740. This information will not be attached to the contract documents. Copies of available information may be purchased by prospective bidders.

(EPRISE, 03/15/11)

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; and
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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. The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) 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.

(B) 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, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, 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 Commonwealth 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.

(C) 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.

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

(E) RACE-CONSCIOUS: a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

(F) 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.

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 Civil Rights Office at the address shown below for assistance in their efforts to use DBEs in the construction program of the Department:

Arizona Department of Transportation
Civil Rights Office
1135 N. 22nd Avenue (second floor), Mail Drop 154A
Phoenix, AZ 85009
Phone (602) 712-7761
FAX (602) 712-8429

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 efforts 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, defines race neutral as when a DBE wins a prime contract, is awarded a subcontract on a project without DBE goals, and is awarded a subcontract from a prime contractor that did not consider the firm's DBE status.

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 provisions are applicable to all bidders including DBE bidders.

6.0 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 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 with the Department at any time. Both hardcopy submission and online submission is available.

For hardcopy submissions, applications for certification are available at the Department's Civil Rights Office, 1135 N. 22nd Avenue (second floor), mail drop 154A, Phoenix, Arizona 85009, phone (602) 712-7761. Hardcopy applications may also be obtained through the internet at www.azdbe.org. Hardcopy applications must be filed through the Civil Rights Office at the above address.

For online submissions, the online application process may be accessed through the internet at www.azdbe.org.

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.

Arizona 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 www.azdbe.org. 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 is not a representation of qualifications and/or abilities. The contractor bears all risks that the firm may not be able to perform its work for any reason.

7.0 General:

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

Each contractor shall also designate a full time employee who shall be responsible for the administration of the contractor's DBE program.

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

8.0 DBE Subcontractor Payment Reporting:

The Department is required to collect data on DBE and non-DBE participation to report to FHWA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation.

The contractor shall submit a report on a monthly basis indicating the amounts earned by and paid to all DBEs and non-DBEs working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors verify receipt of payment.

The contractor shall provide all such required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the Department's web-based payment tracking system (<https://adot.dbesystem.com>).

9.0 Goals:

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

0.91 Percent

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

10.0 Crediting DBE Participation Toward Meeting Goals:

10.01 General Requirements:

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit towards the contractor's DBE goal is given only after the DBE has been paid for the work performed.

The contractor bears the responsibility to determine whether the DBE possesses the proper contractor's license(s) to perform the work. If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the contractor bears the responsibility to immediately request approval to replace the DBE with another DBE and notify the Engineer and the Civil Rights Office.

The Department's certification is not a representation of 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.

All DBE and non-DBE subcontracting activity must be reported by the contractor and counted toward participation. This includes lower-tier subcontracting regardless of whether or not the DBE is under contract with another DBE.

DBE prime contractors must meet the DBE participation goal or demonstrate good faith efforts. This is determined by counting the work the DBE has committed to performing with its own forces, as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

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.

10.02 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.

10.03 Commercially Useful Function:

As a prime contractor, a DBE shall perform a significant portion of the contract work with its own work force in accordance with normal industry practices and Subsection 108.01 - Subletting of Contract of the Standard Specifications.

A prime contractor can credit expenditures to a DBE subcontractor toward DBE goals only if the DBE performs a commercially useful function on the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of a contract and is carrying 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. 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. Decisions on commercially useful function matters are subject to review by FHWA, but are not administratively appealable to U.S. DOT.

10.04 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 from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees results in credit only for the fee or commission paid to the DBE as a result of the lease agreement.

Example: DBE Firm X uses two of its own trucks on contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE firm Z. DBE credit would only 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. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

10.05 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.

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.

11.0 Joint Checks:

11.01 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.

11.02 Procedure and Compliance:

1. The Civil Rights Office must approve the agreement for the use of joint checks in writing.
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. Certificates of payment must indicate whether or not joint checks were used.
4. 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.
5. 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.

12.0 Submission with Bids:

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

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

BIDS SUBMITTED WITH ALTERED, INCOMPLETE, OR UNSIGNED CERTIFICATES WILL BE CONSIDERED NON-RESPONSIVE.

Certifications on forms other than those furnished by the Department will be considered non-responsive.

13.0 Bidder Meeting DBE Goal:

13.01 General:

If the bidder indicates in the bid that it has met or exceeded the DBE goal, the DBE Intended Participation Affidavit, its attachments, and a written confirmation from each DBE that it is participating in the contract as provided on the affidavit, shall be submitted as follows:

- (1) The DBE Intended Participation Affidavit, its attachments, and the confirmations must be received by the Civil Rights Office no later than 4:00 P.M. on the fifth working day following the bid opening. Copies of this affidavit and the attachments are available from the Civil Rights Office, 1135 N. 22nd Avenue (second floor), mail drop 154A, Phoenix, Arizona 85009, phone (602) 712-7761, or on the internet at http://www.azdot.gov/inside_adot/CRO/DBEP.asp. This affidavit and its attachments shall indicate that the bidder has met or exceeded the DBE goal if this was indicated on the submittal with the bid.
- (2) The affidavit and attachments must be accurate and complete in every detail and must be signed by an officer of the contractor(s).
- (3) The DBE Intended Participation affidavit must be submitted listing the DBEs used and the creditable amounts.
- (4) A separate DBE Intended Participation affidavit attachment must be submitted for each DBE used to meet the goal of the project. The bidder shall indicate each DBE's name, the bid items the DBE will perform, and proposed subcontract amount. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item.

- (5) A written confirmation from each DBE used to meet the goal indicating that it is participating in the contract, as provided on the affidavit, must also be submitted at this time.
- (6) A bidder must determine DBE credit in accordance with Section 10 above, entitled "Crediting DBE Participation Toward Meeting Goals." The affidavit will be reviewed by the Civil Rights Office.
- (7) Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) at the time of the bid opening will be considered. It shall be the bidder's responsibility to ascertain the certification status of designated DBEs.
- (8) The bidder bears the risk of late delivery by the postal service or a delivery service. Late-filed affidavits will not be accepted.

13.02 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.

14.0 Documented Good Faith Effort:

14.01 General:

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

Failure to demonstrate good faith efforts to the satisfaction of ADOT will result in the rejection of the bid.

The apparent low bidder who cannot meet the DBE goal at the time bids are opened must submit its documentation of good faith effort to the Civil Rights Office. The bidder's documentation must be received by the Department's Civil Rights Office by 4:00 P.M. on the fifth working day after the bids are opened.

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

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 contractor shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors for a given project. If the contractor cannot meet the goals using DBEs from this geographic area, the contractor, 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) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meeting, advertising, written notices, and other means) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
- (2) 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 to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) 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.

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.

- (5) 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.
- (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (7) Making efforts to assist interested DBEs in obtaining necessary equipment supplies, materials, or related assistance or services.
- (8) 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.

In determining whether a bidder has made good faith efforts, the Department will take into account the ability of other bidders to meet the DBE goal.

The bidder will not be considered to have made good faith efforts if the bidder failed to contact the ADOT Civil Rights Office prior to the letting, either in writing, by e-mail, or by telephone, to inform the Civil Rights Office of the firm's difficulty in meeting the DBE goals on a given project, and to request assistance. If the bidder contacts the Civil Rights Office by telephone, the contact must be documented in a telephone log indicating the date and time of call, and name of the person to which he spoke. The telephone number for the Civil Rights Office is (602) 712-7761. The contact must be made in sufficient time to allow the Civil Rights Office to provide assistance.

The ADOT Civil Rights Office will analyze the submittal to determine if in fact good faith efforts have been demonstrated consistent with ADOT procedures and the Federal regulations, 49 CFR 26, Appendix A.

The bidder may appeal the determination of the Civil Rights 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 the Civil Rights Office. 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 other interested party may submit a response to the appeal no later than seven calendar days after the appeal is requested. Responses from other 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 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.

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 Transportation Board finds the submission was made in bad faith.

15.0 Rejection of Low Bid:

If, for any reason, the bid of the apparent low bidder is rejected, there will be a new apparent low bidder. The Department will notify the new apparent low bidder, and this bidder shall submit its subsequent detailed submission as set forth in paragraph 12 or 13 above.

16.0 Time is of the Essence:

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

17.0 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 the Civil Rights Office. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

The Department reserves the right to inspect all records of the contractor and all records of the DBEs concerning this contract.

The contractor shall provide to the Engineer, at the pre-construction conference, copies of completed and signed subcontracts purchase orders, invoices, etc., with the appropriate DBEs.

Within five working days of the preconstruction conference, the contractor shall also provide electronic copies of signed subcontract agreements to the Civil Rights Office through the Department's web-based payment tracking system (<https://adot.dbesystem.com>). As part of this submittal, contractors shall be required to log into the system and enter the name, contact information, and subcontract amounts for all subcontractors and vendors performing on the project as verification that scopes of services and commitments made through the DBE Intended Participation Affidavits are being met.

Subcontract agreements shall include all required assurances, including FHWA Form 1273, and the prompt payment and return of retention requirements specified in Subsection 109.06(B) of the specifications. Each page of each required attachment must be dated and initialed by the DBE in order for the subcontract to be considered valid. Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes, or 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.

Use of a DBE named on the DBE Intended Participation Affidavit is a condition of award. Substitution will not be allowed without written evidence from the prime contractor and DBE that the DBE is unable or unwilling to perform. Contractors may not terminate a DBE subcontract for convenience, in whole or in part, except to the extent that the Department has eliminated items of work subcontracted to the DBE. All terminations, substitutions, and reductions in scope must be approved by the Civil Rights Office.

18.0 Non-Performance by DBEs:

In the event a DBE is unable or unwilling to fulfill its agreement with the contractor, the contractor will immediately notify the Engineer and provide all facts surrounding the matter. Such failure on the part of a DBE will not relieve the contractor of responsibility for meeting the DBE goal on the contract. The contractor shall immediately make reasonable good faith efforts to obtain another certified DBE to perform an equal or greater dollar value of work to the extent needed to meet the DBE goal. The substitute DBE's name, description of work, and dollar value of work shall be submitted to the Engineer and the Department's Civil Rights Office. Approval of the Civil Rights Office must be obtained prior to the substitute DBE beginning work.

In the event a prime contractor is unable, after a substantial good faith effort, to obtain another certified DBE, the Department's Civil Rights Office may lower the DBE goal on the project. However, the Civil Rights Office must approve this in writing prior to a Non-DBE starting the work which had been subcontracted to the DBE.

19.0 Compliance:

The contractor's achievement of the goal is measured by actual payments made to the DBEs. The contractor shall submit at the completion of the project the "Certification of Payments to DBE Firms" affidavit for each DBE firm working on the project. This affidavit shall be signed by the prime contract and the relevant DBE, and submitted to the Civil Rights Office. At that time, a copy of each completed affidavit shall also be submitted to the Engineer.

Acceptance and final payment to the contractor, in accordance with Subsections 105.20 and 109.09, will not be made until all "Certification of Payments to DBE Firms" affidavits are received and deemed acceptable by the Engineer and the Civil Rights Office.

20.0 Sanctions:

If the Department determines that the contractor has failed to make sufficient reasonable efforts to meet contract DBE goals, or to otherwise carry out these DBE special provisions, such failure shall constitute a breach of contract and may result in termination of the contract, or any other such remedy as the Engineer deems appropriate.

If the Engineer determines that such failure is not cause to terminate the contract, an amount equal to the value of the DBE goal that was not obtained will be deducted from the payment due the contractor. However, if the failure is the first by the contractor, and the Engineer determines the failure was an unintentional error or oversight, the amount to be deducted may be reduced up to one-half (1/2) of the value of the unobtained DBE goal as determined by the Civil Rights Office. In addition to any other sanctions, willful failure of the contractor or a DBE to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in ADOT projects.

(MENTOR, 02/23/06)

MENTOR-PROTEGE PROGRAM

Description:

Purpose:

The Mentor-Protege program is an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program will permit contractors to provide certain types of assistance to certified Disadvantaged Business Enterprise (DBE) subcontractors on highway construction projects.

The program is intended to increase legitimate DBE activities and is not intended to diminish nor circumvent existing DBE rules or regulations. Abuse of this program may be used as the basis for actions against both categories of firms including suspension or debarment.

Policy:

It is the policy of ADOT that contractors and certified DBE subcontractors may engage in a Mentor-Protege agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and ADOT in fulfilling requirements of 49 Code of Federal Regulations Part 23.

Definitions:

DBE: The definition, status, and requirements of DBE firms are defined by 49 CFR Part 23. Please also refer to the special provision entitled "Disadvantaged Business Enterprises".

Mentor: A designated contractor who oversees the development of a designated DBE subcontractor by training, counseling, assisting, and sponsoring the DBE firm in an ADOT approved Mentor-Protege Program.

Protege: An ADOT-certified DBE subcontractor who is guided by a mentor through training and specialized assistance to gain experience, develop expertise in highway construction, and attain general business growth in an approved Mentor-Protege program.

Mentor-Protege Development Plan: A detailed plan outlining a management agreement between a contractor (who agrees to serve as a mentor) and a DBE subcontractor (who agrees to serve as a protege).

Implementation:

Approval Process:

- (1) When a contractor and DBE agree to engage in a Mentor-Protege Development Plan Agreement, ADOT Civil Rights Office will be notified by either party for the purpose of (a) reviewing requirements of STAA, 49 CFR part 23, and Mentor-Protege program; (b) establishing timeline for processing Agreement; (c) preliminary review of Agreement objective(s) and duration; and (d) reporting requirements. (A copy of the suggested form of agreement is included in these special provisions).
- (2) A completed Mentor-Protege Development Plan will be submitted to ADOT within 30 days following the initial review. Approval of the Agreement by ADOT will be in two stages:

- a) General approval of Agreement by ADOT within 15 working days following submission of Agreement.
 - b) Approval of working plan for the designated project where a Mentor-Protege Development Plan will be implemented.
- (3) Duration of a Mentor-Protege Development Plan may exceed that of a single project, not to exceed three years. Duration of a working plan may exceed that of a single project. However, the continued use of an existing working plan must be approved by the ADOT Civil Rights Office prior to beginning work on a new project.
 - (4) The Mentor-Protege program is not intended to provide DBE firms with a means to avoid management and operational responsibilities. Mentors cannot be responsible for the management of DBE proteges. Under the program, all administrative functions must be performed by personnel responsible to or employed by protege. The protege must retain final decision making responsibilities.
 - (5) Mentor and protege shall agree to an interview by ADOT Civil Rights Office during the development of the Mentor-Protege Development Plan.
 - (6) Mentor and protege shall agree to evaluations by ADOT. The frequency and method will depend on the project.

Content of Mentor-Protege Development Plan:

A Mentor-Protege Development Plan Agreement shall address the following:

- (1) **Areas of Assistance:** Identify the specific areas in which the protege requires assistance.
- (2) **Schedule of Assistance:** Develop an Action Plan which defines the types and scope of assistance the mentor will provide to meet the protege's needs.
- (3) **Responsibilities:** Define the responsibilities of the mentor and the protege in each of the activities.
- (4) **Benchmarks:** Include measurable benchmarks to be reached by the protege at successive stages of the plan.
- (5) **Evaluation:** Provide formal evaluations of the protege's attainment of benchmarks. Evaluations must be made by both the mentor and the protege and reviewed by ADOT.

- (6) Duration: Specify the maximum time frame the development plan agreement can remain in effect not to exceed three years.
- (7) Assurances: Provide assurances that all agreements, oral and written, pertaining to the Mentor-Protege program do not improperly obtain the benefits of the DBE program.
- (8) Key Personnel: Identify mentor's representative(s) responsible for training and/or coordinating the assistance provided to the protege.
- (9) Fees: Identify any fees paid as a condition of the agreement.
- (10) Copies of agreements: Attach copies of all bonding, security, lease agreements, notes, contracts, etc., made for the duration of the Mentor-Protege Plan.

Type of Assistance:

The type of assistance provided by contractors may include, but not be limited to:

- (1) Financial:
 - a) Working Capital Secured by Time Demand Notes or Stocks. Proteges acquiring working capital through the issuance of stocks must maintain no less than 51 percent ownership to maintain DBE certification. Time demand notes may be used to secure working capital. However, any abusive use of recall features will be cause for terminating program. Where working capital is secured by stocks or demand notes, a third party such as a bank could receive progress payments for work accomplished by the protege, made out jointly to the agent and the protege and make payments, on behalf of the protege, to material suppliers or for Federal and State payroll taxes, etc. In no case can the day-to-day control of the firm be relinquished by the disadvantaged owner as a requirement of the loan.
 - b) Bonding. Mentors may bond the entire job and charge a pro-rata share of the cost to the protege. Mentors may bond the entire job and carry the protege by absorbing the cost of the bond. Arrangements of the bonding must be included in the Schedule of Assistance.
- (2) Management Technical Assistance:
 - a) Assist in conducting a Protege Self-Assessment by areas to be strengthened for long-range planning of the protege firm.

- b) Assist in developing business plan, loan packaging, and financial counseling.
 - c) Assist the protege in setting up a cost accounting system and train the protege's personnel to assume full control.
 - d) Provide training in plan interpretation, estimating, and materials supply function.
 - e) Provide guidance in general project management and related areas to make the protege aware of techniques to improve productivity and competitiveness and broaden knowledge of industry practices.
- (3) Operation:
- a) Equipment/Facilities Use. Equipment and facilities may be furnished by mentor, provided that separate lease agreements are made and control over the equipment and facilities are under the supervision of protege.
 - b) Training of managers and specialists of the protege in state-of-the-art methods in the contracting industry.
 - c) Mentors may provide personnel with specialized expertise for a specific purpose and duration as outlined in the Action Plan. Such personnel must be on the protege's payroll and under direct supervision of the protege. Long term, continual, or repetitive use by a protege of personnel primarily employed by the mentor will be construed as an attempt to artificially inflate DBE participation and may be cause for termination of the Mentor-Protege agreement and decertification of the DBE.

General Practice:

- (1) Agreements may not include exclusive arrangements which limit competition.
- (2) DBE firms shall have the latitude to quote bids to other contractors.
- (3) The contractor and the DBE involved in a Mentor Protege agreement must remain separate and independent business entities.
- (4) Middlemen or passive conduits which serve no commercially useful function, or subcontractors acting essentially as brokers are unacceptable.

- (5) Formal or informal agreements which limit control and management by DBE firms are unacceptable.
- (6) Part ownership in a DBE firm by a non-disadvantaged entity, including a mentor, is permitted by the regulations (49 CFR 23) and may be necessary to ensure adequate capital and technical guidance of the DBE participant. However, any financial investment by the mentor must not create a situation wherein the mentor may assume control over the DBE firm.

Modifications:

Modifications to the Mentor-Protege Development Plan shall be subject to the approval of ADOT.

Termination:

The Mentor-Protege Development Plan may be terminated by mutual consent by both parties with notice to ADOT. ADOT may terminate approval of the Plan upon determination that:

- (1) The protege firm no longer meets the eligibility standards for certification as a DBE.
- (2) Either party has failed or is unable to meet its obligations under the Development Plan.
- (3) The DBE is not progressing or is not likely to progress in accordance with the Development Plan.
- (4) The DBE has reached a satisfactory level of self-sufficiency to compete without special treatment provided in the Development Plan.

In the event a Mentor Protege Development Plan is terminated, the contractor will remain responsible for the DBE goals established in the project Special Provisions.

ARIZONA DEPARTMENT OF TRANSPORTATION

Mentor-Protege Development Plan Agreement

PART ONE: General Agreement

This agreement entered into this _____ day of _____, 20____, in the city of _____, Arizona, by and between _____ (hereafter known as Mentor), and _____ (hereafter known as Protege), in accordance with rules and regulations of the Arizona Department of Transportation (ADOT) Mentor-Protege program, and in accordance with the requirements for increased Disadvantaged Business Enterprises (DBE) participation in the Surface Transportation Act of 1982 (STAA) and Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA).

This agreement is intended to cover the general relationship between the parties to insure compliance with STAA, STURAA, and ADOT guidelines, and to implement all provisions set forth in the Mentor-Protege Development Plan.

PART TWO: Assurances

- 2.1 Both mentor and protege will remain separate and independent business entities. Protege shall have the latitude to quote bids to other contractors.
- 2.2 Protege is an ADOT-certified DBE firm.
- 2.3 The Mentor-Protege program is not intended to provide DBEs with means to avoid management and operational responsibilities.
- 2.4 All agreements, oral and written, pertaining to this Mentor-Protege Plan Agreement do not cause the protege to improperly obtain the benefits of the DBE program.

PART THREE: Content of Plan

Both parties will agree to content of the plan which will include but not be limited to:

- 3.1 Exhibit A: Areas of Assistance--(Areas identified by both parties as the basis for providing assistance by mentor to protege.)
- 3.2 Exhibit B: Schedule of Assistance-- An Action Plan developed by both parties defining the types and scope of assistance; responsibilities of mentor and protege in each activity; resources to be utilized; and measurable benchmarks to be reached by protege.
- 3.3 Exhibit C: Key Personnel-- A list of mentor and protege representatives responsible for training and/or coordinating the Plan.

3.4 Exhibit D: Lease/Agreement(s)--Full copies of all lease agreements for equipment and facilities; financial agreements; and other agreements between the two parties and/or by third parties.

PART FOUR: Monitoring

4.1 Both parties hereby specifically consent to the monitoring of this contract by the appropriate federal and state officials or their agents, and to agree to cooperate with such agencies.

4.2 Both mentor and protege agree to evaluate the progress of the Plan at scheduled intervals with the results reviewed by ADOT.

PART FIVE: Duration

The duration of the Plan will coincide with the length of the project for which the plan was intended. Extended agreement plans shall not exceed a period of three years.

PART SIX: Modifications

None of these agreements may be modified except in writing signed by both parties and approved by ADOT.

PART SEVEN: Termination

The mentor or protege retains the right to terminate this agreement by showing cause in a written notice to all parties and ADOT. ADOT may terminate the approval of this agreement by showing cause in a written notice to mentor and protege. In the event of termination of agreement or termination of ADOT approval, the contractor will remain responsible for the DBE goals established in the project Special Provisions.

PART EIGHT: Privacy Act Provision

The information contained herein and on attachments is used for the ADOT Mentor-Protege Program only, and may not be disclosed without the express permission of all parties involved in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

_____	_____	_____
Date	Mentor Firm (Authorized Official Name)	Signature
_____	_____	_____
Date	Protege Firm (Authorized Official Name)	Signature

April 1987

GENERAL REQUIREMENTS:

Electronic Bidding:

This project is eligible for electronic bidding. Electronic bidding is a process which will allow the bidder to prepare and submit its complete proposal electronically, using a computer-generated bidding schedule and versions of all the required forms listed under "Bid Submission" in these special provisions. The requirements for submitting an electronic bid are included in Subsection 102.08 of the Standard Specifications.

Checking Electronic Bids:

Contractors interested in submitting bids electronically are reminded to check their bids prior to final submission. Some computer systems using a scrolling mouse allow the operator to scroll through options presented in a "drop down menu" until the option is finally selected by some affirmative act of the operator (such as by clicking outside the window). The use of the scrolling mouse may therefore cause the operator to inadvertently change the selected option after the operator believes the selection has been finalized. An example of "drop down menu" choices used in the electronic bids is where the bidder must certify that it either "Has" or "Has Not" participated in a previous contract or subcontract subject to the equal opportunity clause. Before submission of the bid, bidders shall confirm that the option selected is the option intended in submission of the bid.

Bidders are further advised that the Department will not allow an adjustment, amendment, or change of any kind to an electronic bid after opening, even if the bidder claims an error or mistake was caused by a defect in the bidding software.

Bidders List Requirement:

Bidders shall submit a list of the names of all subcontractors, service providers, manufacturers and suppliers submitting bids, proposals or quotes for this project on the "List of Subcontractors, Suppliers, Service Providers and Manufacturers Bidding ADOT Contracts" form. The form is appended to the Special Provisions.

All bidders must submit the required form, whether or not the bid is the low bid.

Bidders must submit this form with all requested information to the ADOT Civil Rights Office no later than 4:00 p.m. on the fifth working day after bids are opened. Faxed copies are acceptable. The fax number is (602) 712-8429.

The address for the Department's Civil Rights Office is 1135 N. 22nd Avenue (second floor), Phoenix, Arizona 85009.

IF THE BIDDER FAILS TO SUBMIT THE REQUIRED INFORMATION BY THE STATED TIME AND IN THE MANNER HEREIN, THE BIDDER SHALL BE INELIGIBLE FOR AWARD OF THE CONTRACT.

The form must be complete and must include all the names and contact information for all subcontractors, service providers, manufacturers and suppliers that submitted bids, proposals, or quotes on this project regardless of the bidder's intentions to use the sub bid. Information on second tier bids is not required.

Title 49 of the Code of Federal Regulations, Part 26.11, required ADOT to create and maintain a bidders list. The purpose of this list is to develop the list of the DBE and non-DBE firms seeking to work on Federal-aid highway construction contracts. This information is then used to set ADOT's overall DBE goal. The regulation requires the following information be collected: the firm's name; the firm's address; the firm's status as a DBE or non-DBE; the age of the firm; and the annual gross receipts of the firm.

The Civil Rights Office will contact listed firms to obtain information from them that will be used in the agency's annual DBE goal setting process. This information will be maintained as confidential to the extent allowed by federal and state law.

Non-Collusion Affidavit:

Bidders are advised that the "Affidavit by Contractor Certifying That There Was No Collusion in Bidding of Contract" is no longer included as a separate sheet in the contract documents.

This language is part of the proposal, and by signing the proposal the bidder certifies to the non-collusion requirements specified therein.

Environmental Mitigation Measures:

All work within the project area shall be limited to the existing pavement, pull outs, and side roads.

To prevent the introduction of invasive species seeds, all earth-moving and hauling equipment shall be washed at the contractor's storage facility prior to entering the construction site.

To prevent invasive species seeds from leaving the site, the contractor shall inspect all construction equipment and remove all attached plant/vegetation and soil/mud debris prior to leaving the construction site.

All disturbed soils that will not be landscaped or otherwise permanently stabilized by construction shall be seeded using species native to the project vicinity. No measurement or direct payment will be made for this work, the cost shall be included in the price of contract items.

At least 14 calendar days prior to construction, the contractor shall place advance-warning signs at locations designated by the Engineer to notify motorists, pedestrians and bicyclists of construction-related delays.

Access to adjacent businesses and residences shall be maintained throughout construction.

If construction activities occur between March 15 and July 15, the contractor shall locate staging areas east of State Route 85 to avoid conflicts with Bureau of Land Management land closures west of State Route 85.

The contractor shall comply with all terms and conditions of the Section 404 Nationwide Permit Number 14 as established by the US Army Corps of Engineers, and conditions of the Section 401 Conditional Water Quality Certification, certified by the Arizona Department of Environmental Quality. See Attachment A of these Special Provisions.

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

The contractor shall contact the Arizona Department of Transportation Environmental Planning Group Historic Preservation Team (602.712.7767) at least 10 business days prior to the start of ground disturbing activities to arrange for a qualified archeologist to flag avoidance areas.

Preservation of Roadway Signage:

The contractor shall preserve all roadway sign panels, sign supports, object markers and milepost markers. If any roadway sign panels, sign supports, object markers, or milepost markers are damaged as a result of the construction, the contractor shall repair or replace the damaged items, as directed by the Engineer, at the contractor's expense. The contractor shall not be held responsible for repairing or replacing any of these items damaged prior to the construction as long as the contractor identifies the damaged items to the Engineer prior to the construction operations.

(101ABRV, 10/08/08)

SECTION 101 DEFINITIONS AND TERMS:

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

ARPA Arizona Rock Products Association

IFI International Fasteners Institute

IF THE BIDDER FAILS TO SUBMIT THE REQUIRED INFORMATION BY THE STATED TIME AND IN THE MANNER HEREIN, THE BIDDER SHALL BE INELIGIBLE FOR AWARD OF THE CONTRACT.

The form must be complete and must include all the names and contact information for all subcontractors, service providers, manufacturers and suppliers that submitted bids, proposals, or quotes on this project regardless of the bidder's intentions to use the sub bid. Information on second tier bids is not required.

Title 49 of the Code of Federal Regulations, Part 26.11, required ADOT to create and maintain a bidders list. The purpose of this list is to develop the list of the DBE and non-DBE firms seeking to work on Federal-aid highway construction contracts. This information is then used to set ADOT's overall DBE goal. The regulation requires the following information be collected: the firm's name; the firm's address; the firm's status as a DBE or non-DBE; the age of the firm; and the annual gross receipts of the firm.

The Civil Rights Office will contact listed firms to obtain information from them that will be used in the agency's annual DBE goal setting process. This information will be maintained as confidential to the extent allowed by federal and state law.

Non-Collusion Affidavit:

Bidders are advised that the "Affidavit by Contractor Certifying That There Was No Collusion in Bidding of Contract" is no longer included as a separate sheet in the contract documents.

This language is part of the proposal, and by signing the proposal the bidder certifies to the non-collusion requirements specified therein.

Environmental Mitigation Measures:

All work within the project area shall be limited to the existing pavement, pull outs, and side roads.

To prevent the introduction of invasive species seeds, all earth-moving and hauling equipment shall be washed at the contractor's storage facility prior to entering the construction site.

To prevent invasive species seeds from leaving the site, the contractor shall inspect all construction equipment and remove all attached plant/vegetation and soil/mud debris prior to leaving the construction site.

All disturbed soils that will not be landscaped or otherwise permanently stabilized by construction shall be seeded using species native to the project vicinity. No measurement or direct payment will be made for this work, the cost shall be included in the price of contract items.

At least 14 calendar days prior to construction, the contractor shall place advance-warning signs at locations designated by the Engineer to notify motorists, pedestrians and bicyclists of construction-related delays.

Access to adjacent businesses and residences shall be maintained throughout construction.

If construction activities occur between March 15 and July 15, the contractor shall locate staging areas east of State Route 85 to avoid conflicts with Bureau of Land Management land closures west of State Route 85.

The contractor shall comply with all terms and conditions of the Section 404 Nationwide Permit Number 14 as established by the US Army Corps of Engineers, and conditions of the Section 401 Conditional Water Quality Certification, certified by the Arizona Department of Environmental Quality. See Attachment A of these Special Provisions.

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

The contractor shall contact the Arizona Department of Transportation Environmental Planning Group Historic Preservation Team (602.712.7767) at least 10 business days prior to the start of ground disturbing activities to arrange for a qualified archeologist to flag avoidance areas.

Preservation of Roadway Signage:

The contractor shall preserve all roadway sign panels, sign supports, object markers and milepost markers. If any roadway sign panels, sign supports, object markers, or milepost markers are damaged as a result of the construction, the contractor shall repair or replace the damaged items, as directed by the Engineer, at the contractor's expense. The contractor shall not be held responsible for repairing or replacing any of these items damaged prior to the construction as long as the contractor identifies the damaged items to the Engineer prior to the construction operations.

(101ABRV, 10/08/08)

SECTION 101 DEFINITIONS AND TERMS:

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

ARPA Arizona Rock Products Association

IFI International Fasteners Institute

- ISO International Organization for Standardization
- NICET National Institute for Certification in Engineering Technologies
- NEC National Electrical Code
- NRMCA National Ready Mixed Concrete Association
- NSPS National Society of Professional Surveyors
- PPI Plastic Pipe Institute

(102NOBID, 07/31/90)

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, 10/01/90)

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 his or her knowledge and belief, that:

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

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

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

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

Disclosure forms for the prime contractor shall be submitted to the Engineer at the pre-construction conference. Disclosure forms for

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

(103AWARD, 12/14/09)

SECTION 103 - AWARD AND EXECUTION OF CONTRACT:

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

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

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

Licensing information is available from:

Registrar of Contractors
3838 N. Central
Suite 400
Phoenix, AZ 85012
Phone: (602) 542-1525

SECTION 104 - SCOPE OF WORK:

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

During work periods, the contractor shall maintain a minimum of one lane of traffic on SR 85 within the project limits. Lane closures shall generally conform to Figure SA-3 of the 2010 ADOT Traffic Control Design Guidelines, except the Engineer may adjust the positions of the signs due to site conditions. For some operations, traffic control shall be in accordance with Typical Application 10 of the Manual on Uniform Traffic Control Devices (MUTCD). However, the contractor shall not use high level flag trees for this project unless the contractor can prove these devices meet the requirements of NCHRP 350. The contractor shall also position four to five cones along the yellow centerline striping preceding each flagger station. The Engineer may also require the contractor to position flaggers on SR 85 in advance of the flaggers stopping traffic, but the contractor need not position cones in connection with the advance flaggers. During striping operations, the Engineer may direct the contractor to utilize a mobile traffic control setup in accordance with Figure SA-19 of the 2010 ADOT Traffic Control Design Guidelines. If the Engineer requires this setup, the contractor shall include a truck mounted attenuator as part of the traffic control.

The contractor shall install advance construction zone (48 by 48 inches) signing on embedded posts on SR 85.

A "Road Work 1 Mile" (W20-1bAZ) sign (48 by 48 inches) 5300 feet in advance of project limits, a "Road Work Next 15 Miles" (G20-1AZ) sign (72 by 36 inches) 3500 feet in advance of the project limits, a "Road Work Ahead" (W20-1aAZ) sign 2500 feet in advance of the project limits and an "End Road Work Thank You" (G20-2) sign 500 feet beyond the project limits shall be placed on SR 85. Each advanced construction zone sign, except the G20-2, shall have two flags and a Type A light.

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

The contractor shall install a changeable message sign two weeks before construction begins, or as directed by the Engineer.

The advance signing shall remain for the duration of the work (calendar days).

Lane closures on SR 85 shall not exceed 5 miles without the approval of the Engineer. In no case shall traffic be stopped for longer than 15 minutes at a time.

The contractor shall not reduce the speed limit within the project limits unless the Engineer approves the reduction in writing. If the Engineer allows the contractor to reduce the speed limit on SR 85, the speed reduction shall only be in place during working hours during the daytime. In addition, for any speed reduction allowed by the Engineer, the contractor shall provide a speed limit sign at the end of the construction which will indicate the speed limit at

that location prior to the speed reduction due to the construction operations unless there is an existing speed limit sign within half a mile of the end of the work area. Each speed limit (R2-1) sign shall be 36 inches by 48 inches with black legend on a white background. The contractor shall utilize a 48 – by 48 – inch “SPEED REDUCED AHEAD” (W3-5aAZ) sign in conjunction with each speed reduction. Unless otherwise permitted by the Engineer, any (R2-1) speed limit sign used as part of the construction signing shall indicate a speed limit no more than ten miles per hour below the speed limit in effect prior to the construction. Any sign indicating a reduction in the posted speed limit shall be positioned as close as practicable to the area where the reduction in speed is necessary, as determined by the Engineer. Signing for double fines in work zones, when allowed by the Engineer, shall generally conform to Figure SA-12 of the 2003 ADOT Traffic Control Design Guidelines. Such signing shall only be in place during work periods when workers are present in accordance with the guidelines for signing for double fines in work zones. If the contractor violates the guidelines for signing for double fines in work zones, the contractor shall forfeit the ability to include double fines signing as part of the traffic control.

Where no lane closure is necessary but where there is construction alongside the roadway, the contractor shall place 48 inches by 48 inches “ROAD WORK AHEAD” (W20-1) and “SHOULDER WORK AHEAD” (W21-5c) signing as directed by the Engineer to alert the public to the construction activities.

At night, on weekends, on holidays, and as directed by the Engineer, the contractor shall maintain all traffic lanes on all roadways within the project limits.

The contractor shall maintain easy access to each intersecting roadway and turnouts within the project limits and to all properties alongside SR 85 at all times.

While traffic control items are not in use, the contractor shall remove these items to a location at least 30 feet from the edge of the paved roadway. This includes sign supports without signs. Any signs which are not in use but which cannot be moved at least 30 feet from the roadway shall be covered so the public cannot read the legends.

The minimum sign mounting height from the bottom of each sign to the near edge of the pavement shall be 7 ft. for signs mounted on embedded posts and 5 ft. for signs mounted on portable sign stands. However, all sign panels and their supports shall be installed to meet the current crash testing requirements identified in Section 701 – Maintenance and Protection of Traffic. Except as otherwise permitted by the Engineer, all warning signs used for this project shall be 48 inches by 48 inches. Each sign in place at night shall have an affixed Type A flashing warning light. Each sign shall have 2 warning flags.

For each changeable message board used on the project but not located in a protected location behind guardrail or another barrier, the contractor shall position ten Type I or Type II barricades – but not vertical panels – each barricade with an affixed Type C steady-burning light for nighttime use – around the changeable message board. The contractor shall only position changeable message boards where and when approved by the Engineer.

(104MTBRN, 06/04/96)

SECTION 104 - SCOPE OF WORK:

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

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

(104STORM, 11/01/95)

SECTION 104 - SCOPE OF WORK:

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

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

(D) Payment for Repair Work:

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

(E) Termination of Contract:

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

(104ENVIR, 03/17/08)

SECTION 104 - SCOPE OF WORK:

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

The contractor shall prepare an environmental analysis for approval by the Engineer, under any of the following conditions:

- (A) If the contractor elects to provide material, in accordance with Section 1001, from a source that involves excavation.
- (B) If the contractor elects to use any site to set up a plant for the crushing or processing of base, surfacing, or concrete materials. The contractor may request an exemption from this requirement to provide an environmental analysis if all of the following conditions apply:
 - (1) the site is exclusively used for the processing of materials,
 - (2) the site will not be used for excavation of borrow material,
 - (3) the site was developed as a processing area on or before January 1, 1999,
 - (4) the site is currently operating as a processing area, and
 - (5) the plant is located within that portion of the site that was disturbed prior to January 1, 1999.
- (C) If the contractor requests that the Engineer approve access to controlled access highway at points other than legally established access points.

The contractor may incorporate 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.

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.

The environmental analysis shall include all areas of proposed excavation, crushing, processing, and haul roads. For the purposes of Subsection 104.12, a haul road is defined as any road on material excavation, processing, or crushing sites, and any road between the respective site and a public highway that may be used by the contractor.

The contractor shall promptly advise the Engineer that it is preparing the environmental analysis and shall submit it upon completion. The contractor should anticipate needing a minimum of 30 calendar days to prepare the environmental analysis. The contractor shall allow a minimum of 45 calendar days after submittal, or subsequent resubmittal, 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, the contractor may seek, and the Engineer may grant, an extension of time in accordance with the terms of Subsection 108.08. 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 due

diligence in pursuing the environmental analysis. No time extension will be granted for a fixed completion date contract.

The Environmental analysis shall address all environmental effects, including, but not limited to, the following:

- (1) The location of the proposed source and haul road, and the distance from the source to either an existing highway or an established alignment of a proposed Federal, State or County highway along with vicinity maps, sketches or aerial photographs.
- (2) The ownership of the land.
- (3) The identity and location of nearby lakes, streams, parks, wildlife refuges or other similar protected areas.
- (4) The former use, if known, of the source, and haul road and their existing condition.
- (5) The identification of present and planned future land use, zoning, etc., and an analysis of the compatibility of the removal of materials with such use.
- (6) The anticipated volume of material to be removed; the width, length and depth of the excavation; the length and width of the haul road, and other pertinent features and the final condition in which the excavated area and haul road will be left, such as sloped sides, topsoil replaced, the area seeded, etc.
- (7) 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 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.
- (8) If the proposed source, or haul road will utilize Prime and Unique Farm land or farm land of statewide importance, a description of such remaining land in the vicinity and an evaluation whether such use will precipitate a land use change.

- (9) A description of the visual surroundings and the impact of the removal of materials on the visual setting.
- (10) The effect on access, public facilities and adjacent properties, and mitigation of such effects.
- (11) The relocation of business or residences.
- (12) Procedures to minimize dust in pits and on haul roads and to mitigate the effects of such dust.
- (13) A description of noise receptors and procedures to minimize impacts on these receptors.
- (14) A description of the impact on the quality and quantity of water resulting from the materials operation shall be provided. The potential to introduce pollutants or turbidity to live streams and/or nearby water bodies shall be addressed. Measures to mitigate potential water quality impacts shall be coordinated through the Environmental Protection Agency (EPA) for sites located on tribal land, and the Arizona Department of Environmental Quality (ADEQ) for sites located on non-tribal land.
- (15) A description of the impact on endangered or threatened wildlife and plants and their habitat. The analysis of potential impact to plants and wildlife shall be coordinated through the Arizona Game and Fish Department and U.S. Fish and Wildlife Service. Compliance with the Arizona Native Plant Law shall be coordinated through the Arizona Commission of Agriculture and Horticulture.
- (16) A discussion of the effects of hauling activities upon local traffic and mitigating measures planned where problems are expected.
- (17) A description of the permits required, such as zoning, health, mining, land use, flood plains (see Section 404 of the Clean Water Act), etc.
- (18) The effect of removing material and/or stockpiling material on stream flow conditions and the potential for adverse impacts on existing or proposed improvements within the flood plain which could result from these activities. Measures to mitigate potential water quality impacts shall be coordinated through the Environmental Protection Agency (EPA) for sites located on tribal land, and the Arizona Department of Environmental Quality (ADEQ) for sites located on non-tribal land.

Guidance in preparing the environmental analysis is available on the Department's Internet Website through the Environmental Planning Group, or by calling Environmental Planning Group at 602-712-7767.

(105PLNS, 10/18/10)

SECTION 105 CONTROL OF WORK:

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

All working drawings or prints shall be 22 inches in height and 34 inches in length. There shall be 1 1/4-inch margins on the left and right sides, and 3/4-inch margins on the top and bottom. A blank space, four inches wide by three inches high, shall be left inside the margin in the lower right hand corner. All drawings shall be made in such a manner that clear and legible copies can be made from them. When half-size copies are required, they shall be provided on standard 11 by 17 inch sheets.

(105FNL, 03/11/11)

SECTION 105 CONTROL OF WORK:

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

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

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

(106QCMAT, 3/02/09)

SECTION 106 CONTROL OF MATERIAL:

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

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

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

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

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

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

The weekly quality control report shall be prepared using standard forms provided by the Department. The forms are available on the Department's website by accessing the Highways page, business areas, Construction Group, contractors information, forms, then weekly quality control reports. Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

The contractor or testing laboratory may prepare the report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

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

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

(106APL, 02/10/12)

SECTION 106 - CONTROL OF MATERIAL:

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

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

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

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

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

(106DMAT, 2/15/11)

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

106.15 Domestic Materials and Products:

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

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

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

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

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

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

(107UTIL, 06/17/09)

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

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

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

At least two working days prior to commencing excavation, the contractor shall call BLUE STAKE CENTER, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities. The number to be called is as follows:

Projects Outside Maricopa County (800) 782-5348

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

TUCSON DISTRICT

(520) 388-4237 1221 S. 2nd Avenue
Tucson, AZ 85713

UTILITY COMPANY IN AREA: NO CONFLICT

Table Top Telephone

600 N. 2nd Ave. Mr. Eddie Smith (520) 387-9028
Ajo, Arizona 85321

Southwest Gas Corporation

201 W. 4th Street Mr. Darren Rutledge (520) 836-1156
Casa Grande, Arizona 85122

Tucson-Cornelius & Gila Bend Railroad (TCG)

Freeport Mcomoran Copper & Gold inc

PO Drawer 9 Mr. Ray Romero Jr (520) 361-3111 office
Ajo, AZ 85321 (520) 705-0652 cell
raymond_romero2@fmi.com

TCG owns the inactive railroad tracks. No trains use the tracks. Freeport McMoran will not allow any impact to their crossings. Contractor is to contact Mr. Romero if any damage to their crossings occurs.

POWER LINES:

Power lines and other utilities may be at various locations throughout the project limits. However, they are not anticipated to be in conflict. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

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

The contractor shall be aware of any overhead utilities in the area of the project and is to keep a safe distance from all overhead facilities:

Conflicts are not anticipated with any utilities; however, the contractor shall determine the location of any utilities prior to the start of any construction activities.

If additional work is added to the contract, it shall be contractor's responsibility to determine if there are any utility conflicts.

(107FINA, 12/14/09)

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

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

(A) General:

The contractor, including all subcontractors, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

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

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

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

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

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

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

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

(C) Compliance Verification:

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

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

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

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

(D) Sanctions for Non-Compliance:

For purposes of this paragraph, non-compliance refers to either the contractor's or subcontractor's failure to follow immigration laws or to the contractor's failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. At a minimum, the Department will reduce the contractor's compensation by \$10,000 for the initial instance of non-compliance

by the contractor or a subcontractor. If the same contractor or subcontractor is in non-compliance within two years from the initial non-compliance, the contractor's compensation will be reduced by a minimum of \$50,000 for each instance of non-compliance. The third instance by the same contractor or subcontractor within a two-year period may result, in addition to the minimum \$50,000 reduction in compensation, in removal of the offending contractor or subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default.

In addition, the Department may debar a contractor or subcontractor who is in non-compliance three times within a two-year period for up to one year. For purposes of considering debarment: (1) non-compliance by a subcontractor does not count as a violation by the contractor, and (2) the Department will count instances of non-compliance on other Department contracts.

The sanctions described herein are the minimum sanctions; in case of major violations the Department reserves the right to impose any sanctions up to and including termination and debarment, regardless of the number of instances of non-compliance.

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

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

Offense by:			Minimum Reduction in Compensation
Contractor	Subcontractor A	Subcontractor B	
First			\$10,000
	First		\$10,000
	Second		\$50,000
		First	\$10,000
	Third		\$50,000 *
* May, in addition, result in removal and debarment of the subcontractor.			

(108TIME, 10/12/01)

SECTION 108 - PROSECUTION AND PROGRESS:

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

The time allowed for the completion of the work included in the contract will be 50 working days, and will be known as the "Contract Time."

(109FORCE, 02/20/08)

SECTION 109 - MEASUREMENT AND PAYMENT:

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

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

(109RET, 6/20/08)

SECTION 109 - MEASUREMENT AND PAYMENT:

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

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

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

by the contractor or a subcontractor. If the same contractor or subcontractor is in non-compliance within two years from the initial non-compliance, the contractor's compensation will be reduced by a minimum of \$50,000 for each instance of non-compliance. The third instance by the same contractor or subcontractor within a two-year period may result, in addition to the minimum \$50,000 reduction in compensation, in removal of the offending contractor or subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default.

In addition, the Department may debar a contractor or subcontractor who is in non-compliance three times within a two-year period for up to one year. For purposes of considering debarment: (1) non-compliance by a subcontractor does not count as a violation by the contractor, and (2) the Department will count instances of non-compliance on other Department contracts.

The sanctions described herein are the minimum sanctions; in case of major violations the Department reserves the right to impose any sanctions up to and including termination and debarment, regardless of the number of instances of non-compliance.

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

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

Offense by:			Minimum Reduction in Compensation
Contractor	Subcontractor A	Subcontractor B	
First			\$10,000
	First		\$10,000
	Second		\$50,000
		First	\$10,000
	Third		\$50,000 *

* May, in addition, result in removal and debarment of the subcontractor.

(108TIME, 10/12/01)

SECTION 108 - PROSECUTION AND PROGRESS:

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

The time allowed for the completion of the work included in the contract will be 50 working days, and will be known as the "Contract Time."

(109FORCE, 02/20/08)

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

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

(109RET, 6/20/08)

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

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

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

207-4 Method of Measurement and Basis of Payment:

No measurement will be made for application of dust palliative, including furnishing water and all necessary equipment and labor, the cost being considered as included in contract items.

(404BITUM, 12/14/09)

SECTION 404 BITUMINOUS TREATMENTS:

404-2.02(A) General: the first paragraph of the Standard Specifications is revised to read:

The contractor shall provide a source of aggregate material in accordance with the requirements of Section 1001.

404-2.02(C) Cover Material: the second paragraph of the Standard Specifications is revised to read:

The gradation shall meet the following requirements for Class 1, when tested in accordance with the requirements of Arizona Test Method 201.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

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 layers 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 bituminous material used for tack coat shall conform to the requirements of Section 1005.

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

(201MTBRN, 10/18/10)

SECTION 201 - CLEARING AND GRUBBING:

201-3.02 Removal and Disposal of Materials: the second and third paragraphs of the Standard Specifications are revised to read:

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the contractor shall comply with the requirements of Title 49, Chapter 3, of the Arizona Revised Statutes, and with the Rules and Regulations for Air Pollution Control, Title 18, Chapter 2, Article 6, adopted by the Arizona Department of Environmental Quality pursuant to the authority granted by the Arizona Administrative Code.

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

(207DSP, 02/20/08)

SECTION 209 FURNISH WATER: of the Standard Specifications is hereby deleted.

SECTION 207 BLANK of the Standard Specifications is revised to read:

SECTION 207 DUST PALLIATIVE:

207-1 Description:

The work under this section shall consist of applying all water required for the control of dust as considered necessary for the safety and convenience of the traveling public, and for the reduction of the dust nuisance to adjacent property.

207-2 Blank

207-3 Construction Requirements:

The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

Water applied for dust control shall be as approved or directed by the Engineer. The contractor shall provide appropriate equipment for effective control of dust.

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 Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: 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.			

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

If emulsified asphalt of any type is held over night, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

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. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-3.14 Chip Seal Coat: the second and third paragraphs of the Standard Specifications are revised to read:

The type of bituminous material shall be CRS-2P and shall be applied at the approximate rate of 0.50 gallons per square yard.

Cover material shall be applied at the rate of approximately 0.012 cubic yards per square yard; however, the Engineer will specify the exact rate to be applied based on the characteristics of the aggregate material and the surface to be treated.

404-4 Method of Measurement: the third paragraph of the Standard Specifications is revised to read:

Cover material, when specified, will be measured by the cubic yard. Cover material will be weighed, and the amount in tons of dry material will be converted to cubic yards. The weight of all moisture contained in the cover material will be deducted prior to the conversion of the weight in tons to the volume in cubic yards. The dry weight per cubic yard will be determined in accordance with the requirements of AASHTO T 19 (Shoveling Procedure).

(404BIMAT, 02/10/12)

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

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

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

This value 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 information may also be obtained from Contracts and Specifications Services, (602) 712-7221.

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 as follows for each month that a quantity of bituminous material was used on the project.

The "initial cost" (IC) for the month in which the project was bid will be compared with the "current price" (CP) as specified above for the appropriate current month. The "current price" (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 "current price" (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 will be based on contractor-furnished invoices, except as modified below.

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

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of Bituminous Material (Asphalt Rubber) to which the adjustment will be applicable will be 0.80 multiplied times the total quantity of the item used. The adjustment will not apply to the 20 percent of the material which constitutes the rubber additive.

The tons of bituminous material incorporated in Asphaltic Concrete (Miscellaneous Structural) to which an adjustment will be applicable will be considered to equal five percent of the quantity, measured in tons, of Asphaltic Concrete (Miscellaneous Structural) placed, regardless of the actual percentage of bituminous material incorporated into the mix. If the quantity of Asphaltic Concrete (Miscellaneous Structural) is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of asphalt cement eligible for the adjustment are determined.

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 reclaimed asphalt pavement (RAP) is used in asphaltic concrete, only the virgin asphalt cement will be subject to a bituminous material price adjustment. RAP binder is not subject to a price adjustment.

No additional compensation will be made for any additional or increased charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bidding and which may be the result of any increase in the "initial cost" 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.

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of Subsection 108.08, will be on the basis of the price of bituminous material shown on the Department's website and applicable for the date of the expiration of the specified completion time as hereinbefore specified.

(701PDMPT, 9/29/11)

SECTION 701 - MAINTENANCE AND PROTECTION OF TRAFFIC:

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

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

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

Truck-mounted or trailer-mounted attenuators shall meet either NCHRP Report 350, Test Level 3 criteria, or MASH (Manual for Assessing Safety Hardware), Test Level 3 criteria, passing both mandatory and optional tests. The truck and attenuator combination shall only be used in the configuration tested. Trailer-mounted attenuators shall be used with a host vehicle meeting the minimum weight requirements specified in the MASH or NCHRP tests. A truck being used for a truck-mounted attenuator shall have a sequential arrow display panel or changeable message board.

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

Truck-mounted attenuators shall have rear-mounted, black and yellow chevron stripes and a standard trailer lighting system, including brake lights, turn signals, ICC-bar lights, and two yellow rotating beacons or strobe lights mounted on opposite rear corners of the truck approximately 4-1/2 feet above the bottom of the tires. A Type C arrow panel or changeable message board shall be provided on the truck, and shall be designed for truck installation. There shall be a minimum of seven feet from the roadway to the bottom of the panel or board. Frame work shall be an integral part of the truck and be permanently

mounted in such a way as to prevent the unit from separating from the truck in the case of a collision.

Trailer-mounted attenuators shall include rear-mounted black and yellow chevron stripes.

For each proposed truck-mounted or trailer-mounted attenuator, the contractor shall provide a Certificate of Compliance, in accordance with Subsection 106.05, to the Engineer for approval prior to use. For truck-mounted attenuators, the certificate shall also include the certified weigh bill for the truck, and for trailer-mounted attenuators the certificate shall state the minimum weight for the host vehicle. The certificate shall state that the attenuator meets the specified criteria, and shall clearly state the roll-ahead distance. A copy of this documentation shall be kept in the truck cab or host vehicle, available for immediate inspection when requested by the Engineer.

When in use for attenuation, trucks with attenuators shall be used exclusively as truck-mounted attenuators. Such trucks shall not be used to carry or store equipment or devices, secured or unsecured. No modification in configuration or use shall be allowed without a resubmitted certified weigh bill for the Engineers' approval.

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

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

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

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

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

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

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

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

- (1) The changeable message board shall be programmable, and shall be capable of displaying a minimum of three lines of message copy, with a minimum of eight characters per line, in various alphanumeric combinations.
- (2) The changeable message board matrix configuration shall be 35 dots or pixels per character in a five horizontal by seven vertical arrangement of the dots or pixels.
- (3) The dot or pixel size shall be a 2.5-inch high by 1.625-inch wide rectangle (minimum), or equivalent area.
- (4) Each character shall be 18 inches in height and 12 inches in width (minimum).
- (5) The horizontal character separation shall be three inches or more.
- (6) Dot color shall be fluorescent yellow upon activation and flat black when not activated. The LED pixels shall emit amber light upon activation and be dark when not activated.
- (7) The line separation shall be five to 12 inches.
- (8) Changeable message boards shall be protected with a clear lexan-type or equivalent shield that shall not interfere with or diminish the visibility of the sign message.
- (9) The programmable message board shall be capable of displaying moving arrow patterns as one of the operator-selected programs.
- (10) The message board shall also be capable of displaying up to two messages in sequence, with variable timing in a minimum of quarter-second increments.
- (11) The message board shall be clearly visible and legible from a distance of 800 feet under both day and night conditions. The dot-matrix board shall have an internal illumination system that shall automatically activate under low light conditions to achieve the visibility requirements. The LED-pixel matrix board

shall adjust light output (pulse width modulation) to achieve the visibility requirements.

- (12) The power supply achieved from the battery and solar panel recharging system shall have sufficient capacity to operate the changeable message board for a minimum of 20 days without direct sunshine. The solar panel array shall be capable of recharging the batteries such that 2.5 to 3.5 hours of direct sunshine shall provide for a minimum of one 24-hour period of usage. Additionally, the battery recharging controller shall have an ambient temperature sensing device which will automatically adjust the voltage supplied from the solar panels to the batteries. The sensing device shall ensure that the batteries are properly charged in hot or cold weather and shall provide the sign with sufficient power to operate the sign as specified.

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

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

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

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

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

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

The contractor shall be responsible to procure civilian flaggers, DPS officers, and local enforcement officers. When procuring DPS officers, the contractor shall contact DPS at

least two business days before flagging services will be required. Such contact must be made between the hours of 7:00 A.M. and 5:00 P.M. (M.S.T.).

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

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

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

701-4.04 Measurement of Work Elements: Sub-paragraph (A) of the Standard Specifications is revised to read:

- (A) Temporary concrete barrier will be measured by the linear foot along the center line of the uppermost surface upon its initial installation (Complete-in-Place), and upon any subsequent relocations, as defined in Subsection 701-5.01. Barrier will be measured by linear foot for each 24-hour day for the "In-Use" condition.

701-4.04 Measurement of Work Elements: Sub-paragraph (C) of the Standard Specifications is revised to read:

- (C) Truck-Mounted Attenuators, including driver, and Trailer-Mounted Attenuators, including host vehicle and driver, will be measured by the day for each 24-hour day that a truck-mounted or trailer-mounted attenuator and operator are used to protect the work site.

701-4.04 Measurement of Work Elements: Sub-paragraph (F) of the Standard Specifications is revised to read:

- (F) Civilian flagging services will be measured by the hour for each hour that a civilian flagger is provided. Flagging services by DPS officers and local enforcement officers will be measured for each hour that a uniformed, off-duty DPS officer or law enforcement officer with vehicle is employed directly by the contractor as a flagger within the project limits, when authorized in advance by the Engineer. Quantities will be rounded to the nearest 0.5 hour.

Civilian, DPS, or local enforcement flagging services and traffic control devices required to permit contractors' traffic to enter safely into normal traffic within the project limits will be paid under their respective items. Flaggers required by a written local permit agreement will be measured for payment under this item. Additional civilian, DPS, or local enforcement flagging services used within the project limits shall be measured for payment under this item, subject to the approval of the Engineer.

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

701-5.01 Temporary Concrete Barrier (Installation and Removal): of the Standard Specifications is revised to read:

Temporary concrete barrier, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the plans, including furnishing, placing, dismantling, and removal. The price bid shall also include any required connection devices, barrier markers, and glare screen.

Fifty percent of the contract unit price for temporary concrete barrier will be paid upon satisfactory installation.

Should it be necessary to dismantle, pick up and relocate a portion of the barrier installation during construction, whether laterally or vertically, that portion of the removed and relocated barrier will be considered a new installation and paid for at 100 percent of the contract unit price.

Fifty percent of the contract unit price will be paid upon final removal.

No payment will be made for portions of the barrier which the contractor can adjust or realign without dismantling and picking up, such cost being considered as included in the bid price for Temporary Concrete Barrier "Installation and Removal." The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and reinstalled, or are to be adjusted or realigned.

701-5.02 Temporary Impact Attenuators (Installation and Removal): of the Standard Specifications is revised to read:

Temporary Impact Attenuation Devices shall include Sand Barrels and Energy Absorbing Terminals. Temporary Impact Attenuation Devices, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the plans, including furnishing the devices with replacement parts, installing, removing and stockpiling the devices.

Fifty percent of the contract unit price for temporary impact attenuators will be paid upon satisfactory installation.

Should it be necessary to dismantle, pick up and reinstall attenuation devices during construction, the work of removing and reinstalling the devices will be considered a new installation and paid for at 100 percent of the contract unit bid price.

Fifty percent of the contract unit price will be paid upon final removal.

The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and reinstalled or are to be adjusted or realigned. No additional payment will be made for devices which are adjusted or realigned, the cost being considered as included in the contract unit price paid for Temporary Impact Attenuator "Installation and Removal."

Measurement and payment for furnishing materials, equipment and labor and repairing attenuation devices that are damaged by the traveling public will be made in accordance with the requirements of Subsection 109.04 of the specifications.

No measurement or direct payment will be made for furnishing replacement parts and repairing devices damaged by other than the traveling public.

701-6.05 Truck-Mounted Attenuators: of the Standard Specifications is revised to read:

The accepted quantities of truck-mounted attenuators or trailer-mounted attenuators, measured as provided above, will be paid for at the unit bid price for truck-mounted attenuators per day of work site protection, which rate shall be full compensation for the work, complete, including, but not limited to, furnishing all materials; equipment; attached arrow panel or changeable message board; and labor (including the operator); and maintaining and repairing the truck and truck-mounted attenuator, or trailer-mounted attenuator and host vehicle, as specified herein and on the project plans. No adjustment to the unit bid price for truck-mounted attenuators will be made when trailer-mounted attenuators are provided, such price being considered as full compensation for the work, as specified herein, regardless of which type of attenuator is used to protect the work site. It shall be the contractor's responsibility to replace any damaged or destroyed parts of the truck-mounted attenuator or trailer-mounted attenuator and host vehicle at no additional cost to the Department.

701-6.06 Flashing-Arrow Panels, and Changeable Message Boards: the second paragraph of the Standard Specifications is revised to read:

The accepted quantities of changeable message boards, measured as provided above, will be paid for at the unit bid price per day, which price shall be full compensation for the work, complete, including incidental grading; furnishing, operating, maintaining, and relocating the boards on the work site; and providing all necessary labor. Signs, sign stands, Type II barricades, or vertical panels and lights that are used to delineate changeable message boards shall be paid for at the respective unit bid prices.

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

The accepted quantities of flagging services provided by the DPS officers, measured as provided above, will be paid for at the predetermined hourly rate of \$65.26, as shown in the bidding schedule. Of this amount, \$44.00 per hour shall be remitted to the DPS officer, and \$12.75 per hour shall be remitted to DPS. The remaining \$8.51 per hour represents profit and overhead for both the prime contractor and subcontractor. Such price shall be considered full compensation for the work. No additional payment will be made for costs in excess of the predetermined rate, for overtime hours, and for travel time to and from the project, such costs being considered as included in contract items.

SECTION 701 – MAINTENANCE AND PROTECTION OF TRAFFIC:

701-4.04 Measurement of Work Elements: Sub-paragraph (K) of the Standard Specifications is hereby deleted:

701-5.07 Obliterate Pavement Markers: of the Standard Specifications is revised to read:

No measurement or direct payment will be made for removal and obliteration of the existing pavement markers and adhesive pad, the cost being considered included in the price of contract items.

(704THRMO, 8/24/11)

SECTION 704 - THERMOPLASTIC PAVEMENT MARKINGS:

704-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of cleaning and preparing pavement surfaces and furnishing and applying either white or yellow thermoplastic reflectorized pavement markings using extrusion or ribbon dispensing devices of the required shape and thickness

to the prepared pavement surface at the locations and in accordance with the details shown on the project plans, the manufacturer's specifications, and the requirements of these specifications.

704-2.02 Composition: of the Standard Specifications is revised to read:

(A) General:

The thermoplastic composition shall conform to the following requirements:

Component	Percent by Weight	
	White	Yellow
Binder (Min.)	20	20
Titanium dioxide (Min.)	10	-----
Yellow Lead-Free Pigment (Min.)	-----	1.5
Reflective glass inter-mix beads	30 - 45	30 - 45
Calcium carbonate or equivalent filler	20 - 42	20 - 42

The ingredients of the thermoplastic composition shall be thoroughly mixed and in a solid or sectionalized block, or free-flowing granular form. When heated in a melting apparatus, the material shall readily liquefy into a uniform solution. This solution shall be free from all skins, dirt, foreign objects or any other ingredient which would cause bleeding, staining, blotting, or discoloration when applied to the bituminous or concrete pavement surfaces.

The thermoplastic formulation shall utilize an alkyd binder. The alkyd binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and of high-boiling-point plasticizers. At least one third of the binder composition and no less than eight percent by weight of the entire material formulation shall be solid maleic-modified glycerol ester resin or solid maleic-modified pentaerythritol ester resin. The alkyd binder shall not contain any petroleum-based hydrocarbon resins.

(B) Reflective Glass Beads:

In addition to incorporating glass beads in the thermoplastic mix, glass beads shall be evenly applied to the surface of the molten material as specified in Subsection 704-3.02(G).

(C) Filler:

The filler shall be a white calcium carbonate or equivalent filler with a compressive strength of at least 5,000 pounds per square inch.

(D) Titanium Dioxide:

Titanium Dioxide shall conform to the requirements of ASTM D 476 for Type II (92 percent).

(E) Yellow Pigment:

The yellow pigment shall be heat resistant and lead free. The type of yellow pigment shall be at the option of the manufacturer provided that the material conforms to all color requirements in a stable and durable fashion as specified herein.

704-2.03(C) Retroreflectance: of the Standard Specifications is revised to read:

The white and yellow thermoplastic materials shall have the following minimum retroreflectance values at 86.5 degrees illumination angle and 1.5 degrees observation angle as measured by the Department, using an LTL-X Delta Retrometer or similar device, within 30 days after application to the roadway surface:

Product	Retroreflectance (millicandelas)
White	350
Yellow	200

704-2.03(E) Water Absorption and Specific Gravity: the last paragraph of the Standard Specifications is revised to read:

The specific gravity of the material, as determined by Section 16 of AASHTO T 250, shall be between 1.85 and 2.15.

704-2.03 Physical Characteristics of the Composition: of the Standard Specifications is modified to add:

(P) Color Stability:

Using accelerated weathering per ASTM G 155, Cycle 1, white color stability shall be measured for no color change after 500 hours of exposure, and yellow color stability shall be measured for no color change after 1000 hours of exposure.

704-2.04 Physical Requirements for Glass Beads: the second paragraph of the Standard Specifications is revised to read:

The inter-mix beads shall conform to AASHTO M 247 Type I, and may be coated or uncoated as recommended by the manufacturer. If uncoated beads are used, the thermoplastic formulation shall be configured to minimize settling of the intermix beads when the material is heated and applied.

Drop-on beads shall conform to the gradation requirements of AASHTO M 247 for Type I and Type III beads.

704-3.02(B) Material Selection and Compatibility: the second, third, and fourth paragraphs of the Standard Specifications are revised to read:

All materials shall be properly packaged and stored. Each container to be used on the project shall be clearly labeled to indicate the following information:

- Nature, type, and formulation of the material;
- Manufacturer, batch number, and date of manufacture;
- Application requirements and constraints; and
- Compatibility requirements and constraints, particularly those pertaining to equipment, storage, and other materials to be used.

Preparation and application equipment shall be in accordance with the plans and specifications, and shall conform to the recommendations of the materials manufacturer.

704-3.02(G) Thermoplastic Application: the first and second paragraphs of the Standard Specifications are revised to read:

The thermoplastic pavement marking material shall be extruded on to the pavement surface at a material temperature between 385 and 415 degrees F, depending on manufacturer's recommendations, ambient air and pavement temperatures, and the nature of the pavement surface. The contractor shall verify temperature requirements with a non-contact infrared thermometer as directed by the Engineer.

The thermoplastic material temperatures shall not exceed 450 degrees F. Material temperatures exceeding 440 degrees F shall be allowed for short periods of time; however, in no case shall the material be held for more than four hours at temperatures above 440 degrees F. Total heating time for any batch of material shall not exceed six hours. The contractor shall note in the temperature log the time when each batch of thermoplastic material is first heated. The start of heating time shall also be marked on the side of the kettle to which it applies.

704-3.02(G) Thermoplastic Application: the fifth and sixth paragraphs of the Standard Specifications are revised to read:

Drop-on glass beads shall be mechanically deposited into the thermoplastic material immediately after the thermoplastic marking is applied, using a double drop method. Each drop shall be comprised of a minimum of six pounds of glass beads per 100 square feet of line (200 linear feet of six-inch stripe). One drop shall be Type I glass beads and the other drop shall be Type III glass beads. The contractor shall determine which type of glass bead is to be applied in each drop; however, both types shall be used. Double drop methods using all Type I or Type III beads will not be allowed.

The dispensers shall evenly distribute the beads in the thermoplastic material. Both Type I and Type III glass beads shall be embedded in the surface of the thermoplastic to a depth of between 50 and 60 percent of the bead diameter. If the glass beads do not adhere to

the thermoplastic marking, operations shall be stopped until the problem has been corrected. All markings which do not meet the requirements of Subsection 704-2.03(C), as determined by the Engineer, shall be removed by the contractor and replaced at no additional cost to the Department.

Unless otherwise specified, all thermoplastic pavement markings shall be extruded, and shall be 0.090 ± 0.002 inches thick. The thermoplastic thickness shall be uniform and consistent throughout the total length of the marking project.

704-3.02(G) Thermoplastic Application: the last two paragraphs of the Standard Specifications are revised to read:

The finished thermoplastic line shall have well defined edges and be free from waviness. Lateral deviation of the thermoplastic line shall not exceed one inch in 100 feet. The longitudinal deviation of a painted segment and gap shall not vary more than six inches in a 40-foot cycle. The actual width of line shall be within the limits specified in the following table, according to the width of line called for on the plans:

Plan Width	Actual Width
4 inches	4 to 4-1/2 inches
8 inches	8 to 9 inches
Over 8 inches	± 1 inch

After application and sufficient drying time, the thermoplastic marking shall show no appreciable deformation or discoloration under local traffic conditions with air and road temperatures ranging from -10 to 180 degrees F. The drying time shall be defined as the minimum elapsed time, after application, when the thermoplastic pavement markings shall have and retain the characteristics required herein, and after which normal traffic will leave no impression or imprint on the newly applied marking. When applied within a temperature range of 400 ± 15 degrees F and thickness of 0.090 inches, the material shall set to bear traffic in not more than two minutes when the air and pavement surface temperatures are approximately $50 \pm$ three degrees F and not more than 10 minutes when the air and road surface temperatures are approximately $90 \pm$ three degrees. The Engineer may conduct field tests in accordance with ASTM D 711 to verify actual drying times.

(708PPM, 6/15/09)

SECTION 708 - PERMANENT PAVEMENT MARKINGS:

708-2.02(B) Physical Requirements: of the Standard Specifications is modified to add:

(6) 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 shall be furnished to the Engineer prior to use.

Heavy Metal	Concentration
Arsenic	< 75 ppm
Antimony	< 75 ppm
Lead	< 100 ppm

708-3.02 Application: the last paragraph of the Standard Specifications is revised to read:

Tolerances for Placing Paint, Beads, and Primer:

The length of painted segment and gap shall not vary more than six inches in a 40-foot cycle.

The finished line shall be smooth, aesthetically acceptable and free from undue waviness.

Painted lines shall be four, eight, or 12 inches wide as shown on the plans with a tolerance of $\pm 1/8$ inch and shall be placed at a minimum rate of 16 gallons per mile for a solid four-inch line and four gallons per mile for a broken four-inch line, based on a 10-foot stripe and a 30-foot gap (40-foot cycle aggregate).

Glass reflectorizing beads shall be applied on the wet paint at a minimum rate of eight pounds per gallon of paint.

Wet thickness shall not be less than 15 mils, unless otherwise shown on the plans.

(735LOOP, 09/30/10)

SECTION 735 DETECTORS: of the Standard Specifications is revised to read:

735-1 Description:

The work under this section shall consist of furnishing and installing traffic signal loops, preformed loop detectors, complete or partial traffic data loop systems, and pedestrian detectors at the locations shown on the project plans and in accordance with the details shown on the plans and the requirements of the specifications.

735-2 Materials:

735-2.01 Vehicle Detectors:

(A) General:

Detectors shall conform to the minimum acceptable design and operating requirements of these specifications for detecting the presence, passage, speed, and classification of vehicles.

Except as specified in Subsection 735-2.01(F), all materials shall be furnished and installed by the contractor. The contractor shall submit a complete list of all required project material for approval, as specified in Subsection 730-4 of the specifications.

(B) Loop Detectors:

The detector loop dimensions shall be as specified on the Standard Drawings.

Loop detector wire shall be 14 AWG HDPE polyethylene insulated conductors conforming to IMSA 51-7, as shown on the Standard Drawings.

(C) Lead-in Cable:

For Type SA and SB speed/classification detectors specified in Subsection 735-3.02(D), lead-in cable from the pull box to the cabinet shall conform to IMSA specification 50-2, except as modified on the Standard Drawings.

(D) Conduit:

Conduit shall be rigid nonmetallic PVC conforming to the requirements of Subsection 732-2.02 of the specifications. Conduit shall be large enough to contain the number of wires required, but not less than the diameters shown on the Standard Drawings.

(E) Cabinets:

Traffic monitoring site cabinets for Type SA and SB speed/classification detectors shall be pole-mounted Type MPD control cabinets as shown on the Standard Drawings, and as specified in Subsection 734-2.03 of the specifications, except that no pre-wiring for AC or DC electric, police panel, or provisions for fan or light shall be required.

Warranties shall comply with Subsection 106.13 of the specifications.

(F) Department Furnished Materials:

When required, the Department will furnish piezoelectric sensors for speed/classification and weigh-in-motion detectors with pre-attached lead-in cables. The contractor shall notify

the Traffic Monitoring Division of the Multimodal Planning Division (MPD) at (602) 712-8585 a minimum of 15 working days prior to scheduled installation of the Department-furnished piezoelectric sensors.

735-2.02 Pedestrian Push-Button Detectors:

The pedestrian detector shall be a push-button switch mounted inside an approved push-button housing, as shown on the Standard Drawings.

Pedestrian push-button signs shall be made with porcelain enameled 20 gage sheet steel, 9 inches by 12 inches in size. Corners of the sign shall be finished round for safety and neat appearance. Each hole shall be provided with a brass grommet. Instructions on the signs shall be black enameled letters or symbols on a white enamel background. The legend shall be as shown on the plans or as specified in the Special Provisions.

735-2.03 Blank

735-2.04 Saw Cut Sealant:

Saw cut sealants shall be a flexible encapsulant intended for sealing and protecting vehicle detector loop wires installed in saw cuts.

(A) Two-Part Epoxy Filler Sealant:

Two-part epoxy joint filler sealant shall be a 100-percent solids, flexible, two-component, solvent free, epoxy resin/hardener system for use as a saw cut sealant in asphaltic concrete pavements and Portland cement concrete pavements.

Materials shall comply with the requirements of Subsection 1015-1 of the Specifications.

The epoxy system shall be specifically designed for the intended application according to the product literature provided by the manufacturer.

The epoxy system shall be of sufficient strength and hardness to withstand stress and abrasion from vehicular traffic, while remaining flexible enough to provide stress relief under thermal movement and protect the loop wire from moisture penetration. It shall also be moisture insensitive to allow effective application to damp pavements. No standing water is permitted on the surfaces to which the epoxy system is to be applied.

The epoxy system shall be designed to enable vehicular traffic to pass over properly filled saw cuts immediately after installation without tracking or stringing of the material.

Properly installed and cured epoxy systems shall exhibit resistance to the effects of weather, motor oils, gasoline, anti-freeze solution, brake fluid, deicing chemicals, and salt in such a manner that the performance of the vehicle detector loop wire is not adversely affected.

The epoxy system shall be designed for roadway installation when the surface temperature is a minimum of 40 degrees F and rising. The cured epoxy system shall be temperature stable and exhibit no degradation in performance throughout the ambient pavement temperature ranges experienced within the State of Arizona.

The components of the epoxy system shall have a minimum shelf life of 12 months in original unopened, undamaged containers, when stored in a cool dry environment, as recommended by the manufacturer.

The epoxy system shall meet the following requirements:

Property	Test Method	Requirements
Mixing Ratio; Part A to Part B	-	1 to 1 by volume
Viscosity, centipoises	ASTM D 2393-86	4000 to 8000
Pot Life, minutes	ASTM C 881	12 to 20
Cure Time, minutes	ASTM C 679	60 maximum, Tack Free
Hardness (Shore D)	ASTM D 2240	35 to 65
Tensile Elongation, %	ASTM D 638	50 minimum
Water Absorption, % (24 hrs)	ASTM D 570	1 maximum
3% Salt Water Absorption, % (24 hrs)	-	0.03 to 0.20
Oil Absorption, % (24 hrs)	ASTM D 471	0.01 to 0.02
Gasoline Absorption, % (24 hrs)	-	0.05 to 0.90

(B) One-Part Elastomeric Sealant:

One-part elastomeric sealant may be used to seal saw cuts in Portland cement concrete pavement and lean concrete base.

The sealant shall provide compressive yield strength to withstand normal vehicular traffic as well as sufficient flexibility to withstand normal movement in concrete pavements, while protecting the loop wire from moisture penetration.

The encapsulant shall be a one-part elastomeric compound requiring no mixing, measuring or application of heat prior to or during its installation.

The encapsulant shall, within its stated shelf life in original undamaged packaging, cure only in the presence of moisture. The rate of cure will, therefore, depend upon temperature and relative humidity at the time of installation. Cool dry weather will slow curing whereas warm, humid weather will accelerate curing.

The encapsulant shall be designed to enable vehicular traffic to pass over the properly filled saw cut immediately after installation without tracking or stringing of the material. The encapsulant shall form a surface skin allowing exposure to vehicular traffic within 30 minutes at 75 degrees F and completely cure to a tough, rubber-like consistency in two to seven days after installation.

Properly installed and cured encapsulant shall exhibit resistance to effects of weather, vehicular abrasion, motor oils, gasoline, anti-freeze solution, brake fluid, deicing chemicals and salt normally encountered, in such a manner that the performance of the vehicle detector loop wire is not adversely affected.

The cured encapsulant shall be temperature stable and exhibit no degradation in performance throughout the ambient pavement temperature ranges experienced within the State of Arizona.

The encapsulant shall exhibit minimal shrinkage during or after its installation, and in no manner affect the performance characteristics of the material.

The encapsulant shall be designed to permit clean-up of material and application equipment, prior to curing of the encapsulant, with a suitable non-flammable solvent. Should any encapsulant material be allowed to cure in the application nozzle, it shall be able to be pulled out as a solid plug.

The encapsulant shall have a minimum 12-month shelf life in undamaged original containers when stored in a cool, dry environment.

The encapsulant shall be designed for roadway installation when the surface temperature is between 40 and 140 degrees F.

The encapsulant shall have the following physical properties in its uncured and cured states.

Uncured (Wet) Encapsulant		
Property	Requirement	Test Procedures
Weight	10.1 ± 0.3 pounds/gallon	A. Weight/Gallon
Total Solids by Weight	75 – 85%	B. Determination of Non-Volatile Content
Viscosity	10,000 - 85,000 centipoise	C. Dynamic Viscosity
Drying Time	Touch: 24 hrs. maximum Complete: 30 hrs. max.	D. Tack-Free Time

Cured Encapsulant		
Property	Requirement	Test Procedure
Hardness (Indentation)	65 – 85	E. Rex hardness
Tensile Strength	500 psi minimum	F. Tensile & Elongation
Elongation	300% minimum	

(C) Hot Applied Rubberized Sealant:

Hot applied rubberized sealant may be used to seal saw cuts in asphaltic concrete and in lean concrete base. It shall be suitable for use as a sealant for traffic loop saw cuts and be nontracking under traffic. At application temperatures, the traffic loop sealant shall be a thin, free flowing fluid which penetrates saw cuts and self-levels permitting uniform application. The sealant shall be melted and applied to pavements using a pressure feed melter unit. Pour pot application is not acceptable. The sealant shall be a relatively stiff sealant but shall remain flexible at low pavement surface temperatures. The test results shall conform to the following specifications for the loop detector sealant.

Test	Specification
Penetration: 125 °F, 50g, 5s	50 maximum
Penetration: 77 °F, 100g, 5s	10 – 25
Softening Point:	210 °F minimum
Ductility: 77 °F	15 cm minimum
Mandrel Bend: 0 °F, 90° Arc, 10s, 3/4 inch diameter	Pass 2 of 3
Recommended Pour Temp:	380 °F
Safe Heating Temp:	420 °F
Brookfield Viscosity: 400 °F	7,500 centipoise max.
Unit Weight:	8.5 pounds per gallon
Coverage; 1/2 by 1/2 inch crack	11.0 pounds per 100 feet

735-3 Construction Requirements:

735-3.01 Detector Installation:

(A) General:

Detectors shall be installed as shown on the project plans, as shown in the Standard Drawings, and as directed by the Engineer. The installation of the detectors shall be such that the operation shall not be affected by temperature changes, water, ice, rain, snow, chemicals, or electromagnetic noise.

Vehicle detectors shall be installed prior to any chip seal or friction course for asphaltic concrete pavements, and prior to any friction course for Portland cement concrete pavements.

(B) Saw Cut Sealants:

Saw cuts shall be sealed as specified in the Standard Drawings, except that two-part epoxy filler sealant shall be used instead of pre-mixed emulsified crack filler sealant. Before the sealant sets up, the surplus sealant shall be removed from the road surface without the use of solvents. Sand blotter shall be applied as directed by the Engineer.

(C) Splices:

Detector sensor conductors shall run continuous and unspliced to the adjacent pull box. For Type SA and SB speed/classification detectors, lead-in cables from the controller cabinet shall be spliced to the detector sensor conductors in the pull box. Splicing of the lead-in cables between the controller cabinet and pull box will not be allowed.

Wire splices in the pull box shall be soldered using resin-core solder with 60 percent tin and 40 percent lead. The splices shall be sealed as specified in the Standard Drawings. A weather proof bond shall form with a dielectric strength of 500 volts per mil, and water absorption shall be less than 6.5 percent. The detector lead-in cable shield shall only be grounded on one end in the control cabinet.

(D) Detector Loop Field Tests:

Detector loop field tests shall be in accordance with the Standard Drawings.

Any loop that fails to meet the specified requirements or cannot be tuned to the Engineer's satisfaction shall be replaced at no additional cost to the Department.

For the traffic data detectors specified in Subsection 735-3.02, the contractor shall also FAX the complete test results to the Data Collection Division of ADOT at (602) 252-8313, Attention: Traffic Monitoring, within two weeks of completion of the second test. In addition, the contractor shall mail two copies to ADOT MPD at 1324 S. 22nd Ave., Mail Drop 070R, Phoenix, AZ 85009, Attention: Data Collection. The test results shall identify the project number and detector location:

735-3.02 Traffic Data Detectors:

(A) General:

Counter (Type C), and speed/classification (Types SA and SB) detectors with piezoelectric sensors, shall be installed in accordance with the Standard Drawings and as specified herein.

The contractor shall use a 3/4-inch wide saw blade to cut the channel for piezoelectric sensors in pavement. Multiple passes using a thinner blade will not be acceptable.

When new conduit is required under any existing pavement, the contractor shall install conduit beneath the roadway using horizontal directional drilling methods approved by the Engineer.

Pull boxes shall be as shown on the Standard Drawings.

(B) Department Installation of Piezoelectric Sensors:

After the contractor provides the necessary saw cuts, the Department will install the piezoelectric sensor and grout to the point where the pre-attached lead-in cable begins. The contractor shall complete the installation of the lead-in cable and sealant as specified in the Standard Drawings. Lead-in runs of cable from the piezoelectric sensors to the pull box shall be continuous; splices will not be acceptable.

The contractor shall notify the Engineer and contact the Department's MPD Traffic Monitoring Section at 602-712-8585 at least 15 working days prior to this activity to coordinate the installation with the Department.

(C) Traffic Counter Detectors:

A complete new traffic counter system (Type C) shall include all loops and pull boxes for the specific location for both directions of traffic, as shown on the Standard Drawings. A divided roadway shall require a pull box on each shoulder. Loop detector traffic counter systems shall include all necessary conduits from edge of pavement to the roadside pull box(es).

The contractor shall provide a trench and install conduit from the edge of pavement to the pull box. Wiring, conduit, and pull box installation shall be in accordance with Subsections 732-3.01 and 732-3.02 of the specifications.

When a full replacement of an existing traffic counter system is indicated on the plans and bidding schedule, the contractor shall remove the existing facilities, and furnish and install new loops, pull boxes, and conduit.

The total number of loops for each complete traffic counter system specified above (new or full replacement) shall be the number of loops required for all traffic lanes in both travel directions at the specified location.

(D) Speed/Classification Detectors:

A complete new speed/classification system (Type SA or Type SB) shall include all loops, pull boxes, control cabinet, A-pole, pole foundation, the necessary conduits under the roadway and from pull boxes to control cabinets, and Department-furnished piezoelectric

sensors with attached lead-in cables, all as shown on the Standard Drawings. When shown on the plans, an additional control cabinet, A-pole, and pole foundation shall be required.

The contractor shall provide trenches and install conduits from the edge of pavement to the pull box, and from the pull box to the control cabinet. Wiring, conduit, and pull box installation shall be in accordance with Subsections 732-3.01 and 732-3.02 of the specifications.

Installation of Department-furnished piezoelectric sensors shall be in accordance with Subsection 735-3.02(B).

The cabinet(s) shall be grounded in accordance with the requirements of Subsections 732-3.03 and 734-3.03 of the specifications. The contractor shall keep the ground wire from the cabinet ground bus bar to the ground rod assembly or array as short as possible.

When a full replacement of an existing speed/classification system is indicated on the plans and bidding schedule, the contractor shall remove the existing facilities, and furnish and install new loops and pull boxes, a new control cabinet, A-pole and foundation, all necessary conduits under the roadway and from pull boxes to control cabinets, and Department-furnished piezoelectric sensors with attached lead-in cables. When shown on the plans, an additional control cabinet, A-pole, and pole foundation shall be required.

When a partial replacement of an existing speed/classification system is indicated on the plans and bidding schedule, the contractor shall furnish and install new loops and pull boxes, and new Department-furnished piezoelectric sensors with attached lead-in cables. The contractor shall use the existing cabinet(s), A-pole(s) and foundation(s), and all conduit connections under the roadway and from pull boxes to the cabinet.

The total number of loops for each complete speed/classification system specified above (new, full replacement, or partial replacement) shall be the number of loops required for all traffic lanes in both travel directions at a specified location.

735-3.03 Traffic Signal Detectors:

Traffic signal detectors shall be as shown on the Standard Drawings, and shall include the specified loop, wiring, and conduit required to terminate the wiring in the pull box.

The contractor shall provide a trench and install conduit from the edge of pavement to the pull box. Wiring, conduit, and pull box installation shall be in accordance with Subsections 732-3.01 and 732-3.02 of the specifications.

735-3.04 Preformed Traffic Detectors:

Preformed loop detectors for ramp metering and counting shall comply with the Standard Drawings, and shall include the specified loop, wiring, and conduit required to terminate the wiring in the pull box.

Preformed loop detectors in Portland cement concrete pavement shall comply with the Standard Drawings, and shall include the specified loop, wiring, and conduit required to terminate the wiring in the pull box.

The contractor shall provide a trench and install conduit from the edge of pavement to the pull box. Wiring, conduit, and pull box installation shall be in accordance with Subsections 732-3.01 and 732-3.02 of the specifications.

Preformed loop detectors in bridge deck shall comply with the Standard Drawings, and shall include the specified loop, wiring, and conduit required to terminate the wiring in the junction box.

735-4 Method of Measurement:

Traffic signal detectors, preformed loop detectors, and pedestrian detectors will be measured as a unit for each type of detector furnished and installed.

Traffic data detectors, consisting of counter loop detectors (Type C) and speed/classification detectors (Type SA or Type SB), will be measured as a complete system for each type of traffic data detector furnished and installed, including all loops required for both directions of traffic. Speed/classification detectors, regardless of type, will be measured as a new system, full system replacement, or partial replacement, as specified herein and indicated on the bidding schedule. Counter detectors will be measured as a new system or full system replacement, as specified herein and indicated on the bidding schedule.

Speed/classification detectors that include two cabinets, A-poles, and pole foundations (two-cabinet systems) will be also be measured as a complete new system, including all loops in both directions of traffic, regardless of the distance between both directions of traffic.

735-5 Basis of Payment:

Traffic signal detectors, preformed loop detectors, and pedestrian detectors, measured as provided above, will be paid for at the contract unit price each for the type detector designated in the bidding schedule, complete in place, which price shall be full compensation for the work described and specified herein and on the plans.

Traffic data detectors, measured as provided above, will be paid for at the contract unit price for each complete type of data detector system designated in the bidding schedule, complete-in-place, regardless of the number of loops, including all conduit, wiring, pull boxes and, when specified, cabinets, poles, and pole foundations, which price shall be full compensation for the work described and specified herein and on the plans.

No measurement or payment will be made for horizontal directional drilling, the cost being considered as included in contract items.

ITEM 9240116 – MISCELLANEOUS WORK (CRACK SEALING):

1. Description:

The work under this item shall consist of furnishing all materials, personnel, and equipment to rout and clean cracks in existing asphaltic concrete pavement and seal the cracks with polymer modified asphalt-rubber sealant as shown on the project plans and in accordance with the requirements of the specifications.

2. Material Requirements:

2.01 Polymer Modified Asphalt Rubber Crack Sealant:

The crack sealant shall be Type 3.

The crack sealant shall be a mixture of asphalt cement, ground tire rubber, and polymer. It shall conform to the following requirements for the type specified.

Test	Test Method	Type 1	Type 2	Type 3
Cone Penetration @ 77 °F, range	ASTM D 5329	50-80	30-60	15-45
Resilience @ 77 °F, minimum	ASTM D 5329	30%	30%	30%
Softening Point, minimum	ASTM D 36	160 °F	180 °F	190 °F
Ductility @ 77 °F, minimum	ASTM D 113	30 cm	30 cm	30 cm
Asphalt Compatibility	ASTM D 5329	Pass	Pass	Pass
Bitumen Content, minimum	ASTM D 4	60%	60%	60%
Tensile Adhesion, minimum	ASTM D 5329	500%	500%	400%

Sampling and heating shall be in accordance with ASTM D 5078.

The ground tire rubber shall be free of fabric, wire, or other contaminating materials. The gradation shall be 100% pass the No. 8 sieve, and a maximum of 5% pass the No. 200 sieve.

The sealant shall be capable of being melted and applied to cracks at temperatures below 400 degrees F. The sealant, when properly heated, shall readily penetrate cracks 1/4 inch or wider. The equipment used shall be designed to provide a continuous supply so that operations may proceed without delays.

A Certificate of Analysis, conforming to the requirements of Subsection 106.05 of the specifications, shall be submitted for each lot of sealant. The certificate shall list all test

results, and certify that the sealant meets all requirements herein listed. A copy of the certificate shall be supplied with each shipment.

2.02 Blotter Material:

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

The grading 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

3. Construction Requirements:

3.01 Preparation of Cracks:

Immediately prior to application of crack sealant, the contractor shall ensure that the cracks are thoroughly cleaned of loose particles, grass, grass roots, weeds, dust, and other deleterious substances by means of high velocity compressed air, or by other methods approved by the Engineer.

All cracks to be sealed shall be cleaned to the bottom of the crack, or to a depth of 1-1/2 inches, whichever is less.

Fuel, asphalt, and any other spills and debris shall be cleaned up and disposed of by the contractor to the satisfaction of the Engineer at the contractor's expense.

All cracks within the entire width of pavement surface, which are 1/4 inch and greater in width shall be cleaned and sealed.

All cracks with an average clear opening of less than 1/4 inch shall not be sealed unless directed to do so by the Engineer.

For all cracks which have an average clear opening of 1/4 to 1/2 inch, the top of the crack shall be routed, with a routing machine approved by the Engineer, to a depth of at least 3/4 inch and to a width not less than 3/8 inch or more than 5/8 inch. The routing machine shall closely follow the path of the crack and rout the top of the crack to the required width and depth without damaging the asphaltic concrete pavement. Loose and fractured asphaltic

concrete shall be removed and the routed crack shall be thoroughly cleaned prior to sealing.

All cracks which are larger than 1/2 inch shall be cleaned and sealed.

Regardless of their clear opening size, all cracks between the asphaltic concrete pavement and a curb or gutter shall be cleaned and sealed, unless otherwise directed by the Engineer.

The Engineer shall be the sole judge in determining which cracks shall be sealed.

The crack cleaning equipment shall be capable of cleaning cracks to a depth of at least two inches. Dust generated during cleaning of cracks shall be filtered so that particulate matter 10 micrometers or less in diameter is collected. There shall not be any dust clouds visible to the naked eye during the crack cleaning operations. The crack cleaning equipment shall be approved by the Engineer prior to the beginning of crack cleaning operations.

The method of crack cleaning shall be inspected and approved by the Engineer prior to the beginning of crack sealant application.

3.02 Application of Sealant:

No routing, cleaning, or sealing of cracks shall be performed during rain or snow or when the pavement surface and cracks are wet.

The sealant shall not be applied during wet weather or under conditions which will adversely affect the operation. The sealant shall not be placed in cracks that are wet. If weather conditions are such as to adversely affect the crack sealing, according to the crack sealant manufacturer's recommendations and/or the Engineer's observations, the Engineer may stop the work until conditions improve. Shut downs due to weather conditions shall be at no additional cost to the Department.

The contractor shall place sealant so as to completely fill the crack and form a lap no greater than one inch on each side. The thickness of the lap shall not exceed 1/16 inch. Immediately after the application, a rubber squeegee or other acceptable means shall be used to level the sealant flush with the existing pavement surface. After cooling, the sealant shall not shrink more than 1/4 inch below the pavement surface.

Sealant shall be heated to between 325 °F and 400 °F for at least 1/2 hour prior to application. The temperature of the sealant shall be verified by the Engineer. The contractor shall provide certificates on all temperature gauges. The dates of the certificates shall be within the previous three month period.

Traffic shall be kept off sealed cracks until the crack sealant will not track under the action of traffic. At locations where this is not practical, the contractor shall prevent tracking by applying blotter material to the crack sealant.

3.03 Application of Blotter Material:

If the application of blotter material is necessary, the blotter material shall be damp but free of running water at the time of spreading.

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

Blotter material shall not be applied beyond the amounts required to address the sealant.

If necessary, supplemental spreading or smoothing of the blotter material shall be done by hand.

Prior to final acceptance and when ordered by the Engineer, the contractor shall remove and dispose of any excess blotter material. The method of removal and the disposal of any excess material shall be the contractor's responsibility.

4. Method of Measurement:

Polymer modified asphalt rubber crack sealant will be measured by the pound.

Blotter material will be measured by the ton.

5. Basis of Payment:

The accepted quantity of polymer modified asphalt rubber crack sealant, measured as provided above, will be paid for at the contract unit price per pound, which shall be full compensation for the work, complete in place, including the routing and cleaning of cracks, as described and specified herein, and as shown on the project plans.

The accepted quantity of blotter material, measured as provided above, will be paid for at the contract unit price per ton, which price shall be full compensation for the work, complete in place. Blotter material will be paid for under item 4040163.

(925SRVY, 02/20/08)

SECTION 925 - CONSTRUCTION SURVEYING AND LAYOUT:

925-5 **Basis of Payment:** the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of \$65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of \$100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of \$135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of \$100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of \$70 per hour.

(1001MATL, 12/14/09)

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 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, for any source proposed for use regardless of whether an approved Environmental Analysis exists for the site.

In accordance with Subsection 104.12, the contractor may incorporate 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 Department makes no representation regarding quality or quantity of materials in any source.

1001-2.01 Material Sources in Flood Plains:

Any material source located in a flood plain and proposed for use on the project shall be reviewed by the appropriate agency having flood plain management jurisdiction for the area in which the proposed source is located. The contractor shall obtain a letter from the governing flood plain agency addressed to the Engineer, certifying that the location of the proposed source conforms to the requirements of the floodplain management agency.

Contractors seeking a flood plain material source are cautioned that Section 404 of the Clean Water Act may prevent use of the source unless an appropriate permit is first obtained from the U.S. Army Corps of Engineers.

Except for surplus material from agency-administered flood control management projects, borrow material shall not be obtained from any area situated in the 100-year flood plain of any stream or watercourse, and located within one mile upstream and two miles downstream of any highway structure or surfaced roadway crossing. 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 prior to the date of advertisement for bids on the Department project.

Material sources in flood plains located on Native American Indian Reservations will be considered for use based on an individual analysis. The analysis shall include a review of applicable land use plans, flood plain management plans, environmental plans, applicable laws and regulations pertaining to Indian Reservations, and an engineering analysis of the effects on any highway facility or structure. The contractor shall obtain from the Native American Tribal Council all permits, licenses, and approvals and present to the Department for review. The Department will review each request on a case by case basis.

1001-2.02 Information Available:

The Department's Materials Group 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. In addition, Materials Group maintains files for those sites for which the Department holds an easement, license, permit, lease, or other right, as well as a General Plan of Operation and Restoration. The contractor may contact the Materials Group at (602) 712-7231 for information and may review the files located at 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740.

Contractors are advised that an agency having jurisdiction over the source, such as the Forest Service, Bureau of Land Management, Bureau of Reclamation, the State Land Department, etc., or the owner, as a condition to the use of the source, may have imposed certain obligations. The contractor who uses such a source shall assume full contractual responsibility for any and all of these obligations imposed either by the agency having jurisdiction or by the owner. Contractors considering such a source shall make themselves fully aware of any and all requirements imposed by the Department and the landowners.

The contractor may propose the use of these or other sources, provided that all requirements of the specifications have been met.

It shall be the responsibility of the contractor to comply with the provisions of the Environmental Analysis and with current laws, rules, and regulations.

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

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

1001-2.03 Usage of Materials:

Approval of the use of any source shall be limited to the specific contract and purpose for which the use of the source was obtained.

1001-2.04 Royalty Charges:

If the Engineer approves a source for which the Department holds an easement, license, permit, lease, or other right with the landowner or controlling agency that includes requirements for the payment of royalties, the amount of the royalty charges and the name and address of the party to whom royalties are to be paid will be available from the Materials Group, 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740.

Prior to the time of final payment, the contractor shall furnish the Engineer with evidence that all royalty charges have been paid. Such evidence shall consist of a waiver, release, or other written acknowledgement from the owner that all of the contractor's obligations to the owner have been met. In the event that royalty charges have not been paid, the Department reserves the right to make such payment and to deduct the amount of such payment from monies due the contractor.

The final billing and payment for material extracted from sources under the jurisdiction of the State Land Department will include a small administrative charge based on the total amount of royalties due for materials removed.

Upon receipt of the final billing from the Department of Transportation, the contractor shall mail a check, payable to the State Land Department, addressed as follows:

Arizona Department of Transportation
Field Reports Section
206 South 17th Avenue
Phoenix, Arizona 85007

1001-2.05 Performance Bonds:

If sources are under the jurisdiction of either the State Land Department or the Bureau of Land Management, the contractor shall secure a performance bond. A fully executed copy of the bond shall be furnished to the Engineer along with evidence that a fully executed copy has been sent to the State Land Department or the Bureau of Land Management.

The form of the Performance Bond will be available from the Materials Group, 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740. For pits under the jurisdiction of the Bureau of Land Management, the surety shall be a company listed under "Surety Companies Acceptable on Federal Bonds." This list is published annually as of July 1 in the Federal Register.

Performance bonds shall be conditioned upon the compliance with the requirements of the State Land Department and the Bureau of Land Management and the requirements of the specifications for the clearing of pit sites, the removal of material and the cleaning up of pit sites.

Copies of fully executed performance bonds shall be mailed as follows:

State Land Commission
State Land Department
1624 West Adams Street
Phoenix, Arizona 85007

Bureau of Land Management
Manager, Land Office
222 North Central Avenue
Phoenix, Arizona 85004

1001-2.06 Sampling and Testing:

The results of any sampling and testing accomplished by the Department will be available from the Materials Group, 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740.

1001- 2.07 Plan of Operation and Restoration:

The contractor shall determine whether the Department holds an easement, license, permit, lease or other right, for any proposed material source. For such sites, a project-specific Plan of Operation and Restoration will be required. The contractor shall obtain a copy of the related document and the Department's General Plan of Operation and Restoration for the proposed site from the Materials Group. The contractor shall prepare and submit to the Engineer a project-specific Plan of Operation and Restoration which shall follow the format

of the Department's General Plan of Operation and Restoration, and shall take into account the requirements of the Environmental Analysis, as well as any restrictions placed on the use of the source by the landowner or agency.

The proposed source will not be approved without an approved project-specific Plan of Operation and Restoration. Approval of the contractor's project-specific plan does not constitute approval of the use of the source.

The contractor shall identify and provide a person in charge of the operation. That person shall maintain copies onsite of the Department's General Plan of Operation and Restoration, the contractor's approved project-specific Plan of Operation and Restoration, the current Environmental Analysis, and the license and permits issued to the Department by the landowner or agency.

1001-3 Proposed Source:

1001-3.01 Approval Requirements:

(A) General:

The contractor shall promptly advise the Engineer 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.

The contractor further acknowledges that no additional compensation will be made on account of any delays in preparing or modifying the Environmental Analysis, obtaining approval for the use of a source, or the failure to obtain approval of a source. An extension of contract time may be granted only in accordance with Subsections 104.12 or 1001-3.01(B)(4).

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.

If all of the requirements for approval of a materials source have been accomplished for the project, and the Engineer has approved the source for use on the project and, subsequent to that approval, the Environmental Analysis is rescinded, the contractor may request a revision to the contract in accordance with Subsection 104.02 and 108.08. In reviewing the contractor's request, the Department will take into account the following factors. Additional factors may be considered.

- (1) Whether the contractor was in compliance with the requirements of the Environmental Analysis and, if applicable, the site-specific Plan of Operations and Restoration.
- (2) Whether the reasons for rescinding the approval were reasonably foreseeable.
- (3) Whether the action taken was the result of regulatory changes.
- (4) Whether deficiencies unrelated to the Environmental Analysis may have rendered the source unacceptable.
- (5) Whether rescinding the approval was the sole cause of any impact to controlling activities on the project.

(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 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 shall be completed prior to initiation of any activities that disturb the existing conditions at the proposed source, except for exploring test areas as specified in Subsection 1001-3.02.
- (2) The contractor has furnished the Engineer with evidence that he has secured the rights to the source, including ingress and egress.
- (3) The Department has determined that the material from the proposed source not only meets the requirements, but is also compatible with the established project design criteria developed by the ADOT Materials Group and based on the soil support value of the embankment; and the sampling and testing as herein specified has been satisfactorily completed.
- (4) The contractor has furnished a fully executed copy of the Performance Bond as specified in Subsection 1001-2.05.
- (5) When required, the contractor has submitted, and the Department has approved, the site-specific plan of operations and restoration as specified in Subsection 1001-2.07.

The contractor shall also notify the Arizona Department of Agriculture, in accordance with the Arizona Native Plant Law, at least 30 days prior to any clearing operations of less than 40 acres on private land, 60 days prior to clearing operations of 40 or more acres on private

land, and 60 days prior to any clearing of state land, regardless of size. If the Engineer is convinced that the contractor has made every effort to comply with the provisions of the Arizona Native Plant Law in contacting the Department of Agriculture, the Engineer will increase the number of contract days by the amount of time required for action by the Department of Agriculture. The increase will not exceed 45 calendar days and will be concurrent with any increase allowed for the preparation of the Environmental Analysis.

(C) Historical and Cultural Resources:

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.

1001-3.02 Testing Requirements:

The contractor shall furnish equipment and personnel and shall obtain representative samples of the material under the supervision of the Engineer. At the option of the contractor, the material shall be tested by either the Department or by a testing laboratory approved by the Department. The cost of all sampling and testing done for the purpose of attaining approval of any source, including the cost of supervision by the Engineer, shall be borne by the contractor.

If testing is performed by a testing laboratory, the contractor shall arrange for the samples to be delivered to the testing laboratory. Tests shall be performed using appropriate test procedures referred to in the sections of the specifications in which the specific material requirements are described.

The contractor shall make the arrangements necessary to see that the testing laboratory submits the results of the tests to ADOT Materials Group. The contractor shall submit to ADOT Materials Group sufficient quantity of material from the samples taken so that ADOT Materials Group may test the materials, at the Department's expense, and verify the results.

Exploratory sampling and testing activities conducted prior to the Department's approval shall be limited so as to cause the minimum amount of vegetation removal and surface disturbance required to obtain representative samples. The contractor shall not produce material, mobilize crushing equipment or clear a worksite prior to approval of the Environmental Analysis.

The contractor may request an exemption from the testing requirements specified in this subsection upon presentation of evidence to the satisfaction of the Engineer that the material that will be produced on the project is sufficiently similar to material that has been previously acceptable to the Department on projects with similar materials specifications.

No approval of the source shall be assumed, nor will it be made, until the Department has determined that the material meets the specified requirements.

The contract time will not be adjusted because of any time required by either the contractor or the Department to sample and test the material and to determine the quality of the material.

1001-4 Special Access:

The contractor may make a request to the 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 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 Engineer to deny a request by the contractor will be considered to be final.

1001-5 Operations at Source:

1001-5.01 General Requirements:

The contractor shall conduct its operations in such a manner as to preserve available materials in excess of project requirements.

The contractor shall notify the Engineer in advance of operations at the source. Notice shall be given before and after clearing and grubbing, and before and after cleaning up.

1001-5.02 Clearing and Grubbing:

Before beginning stripping, the contractor shall clear and grub the source as necessary to prevent the contamination of materials to be used in the work. Clearing and grubbing shall be in accordance with the requirements of Section 201, except that the resulting surface need not be leveled and vegetable matter need not be separated from any overburden which the Engineer determines to be unsuitable for any future use and which is to be wasted. Clearing and grubbing shall be limited to the area expected to be excavated and areas used for processing and stockpiling.

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed, the contractor shall comply with the requirements of the Arizona Revised Statutes Title 49 Chapter 3 – Air Quality; and with the Arizona Administrative Code Title 18 Chapter 2 – Department of Environmental Quality – Air Pollution Control.

Burning will be permitted only after the contractor has obtained a permit from the Arizona Department of Environmental Quality, and from any other Federal, State, County or City Agency that may be involved.

When stripping is required, overburden shall be removed to the extent necessary to remove all undesirable materials and shall, at all times, be kept stripped at least five feet beyond the working face of the area being excavated.

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

1001-5.03 Extraction of Materials:

Materials shall be removed from the source in a workmanlike manner and, when required, in accordance with the contractor's project-specific Plan of Operation and Restoration. In order to produce acceptable material in the amount and gradation required, it may be necessary for the contractor to do any or all of the following, along with any other similar operations usually associated with the extraction, processing and production of the particular material being produced:

- Move materials from one area to another.
- Perform additional screening.
- Remove, wash and waste material.
- Blend materials.
- Revise crushing methods.
- Remove deleterious materials such as clay balls, roots and sticks.

If the Engineer determines that the material in a source is stratified, all material except borrow shall be removed for the full depth in such a manner as to produce a uniform blend of the material. Placing the material from different areas and depths into a surge pile and

removing material from the surge pile by cutting through the pile will be acceptable provided that a uniformly blended material is obtained.

Material sources located in drainage channels such as washes, riverbeds, etc., may experience seasonal variations in the depth of ground water. In order to produce the quantity of material estimated to be available, the contractor may be required to work below the water table.

1001-6 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.

1001-7 Cleaning Up:

All overburden and other undesirable materials removed and all piles of waste materials resulting from operations in the source shall be handled in accordance with the requirements of the landowner or agency having jurisdiction over the land, the Environmental Analysis, the project-specific Plan of Operation and Restoration, if applicable, and all laws, rules and regulations. All debris shall be removed and disposed of and, if directed, all open test holes shall be filled. Unless otherwise required, the sides of sources shall be sloped and smoothed so that livestock can enter and leave the excavated area safely. Unless otherwise required, all haul roads shall be obliterated and, as far as practicable, the ground left in as good condition as it was prior to hauling.

1001-8 Method of Measurement and Basis of Payment:

Except as may be otherwise specifically provided for in this section or elsewhere, no measurement or direct payment will be made for any costs involved in the procuring of materials. Such costs shall be considered as included in the cost of contract items.

(1005PG, 10/06/10)

SECTION 1005 BITUMINOUS MATERIALS:

1005-2 Sampling of Bituminous Material: the first sentence of the first paragraph of the Standard Specifications is revised to read:

Sampling of bituminous material shall conform to the requirements of Arizona Test Method 103.

1005-3.01 Asphalt Cement: the second paragraph of the Standard Specifications is revised to read:

If PG 76-22 TR+ asphalt binder is used, it shall conform to the requirements of Table 1005-1a.

If PG 70-22 TR+ asphalt binder is used, it shall conform to the requirements of Table 1005-1b.

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 must be potable. The material may be diluted in the field.

TABLE 1005-1b: PG 70-22 TR+ ASPHALT BINDER is hereby added to the Standard Specifications.

TABLE 1005-1b PG 70-22 TR+ ASPHALT BINDER				
Test Property	Test Method	Requirement	Test Result	Percent of Contract Unit Price Allowed
Solubility in Trichloroethylene, %, minimum	ASTM D 2042	97.5	-----	-----
Softening Point, °C, minimum	AASHTO T 53	54	≥ 54 51 - 53 < 51	100 85 70 (1)

Elastic Recovery, @ 10 °C, %, minimum	AASHTO T 301	55	≥ 55 50 - 54 < 50	100 85 70 (1)
Phase Angle (δ), @ 70 °C @ 10 rad/sec, degrees, maximum	AASHTO T 315	75	≤ 75 76 - 83 > 83	100 85 65 (1)

(1) Reject Status: The pay adjustment applies if allowed to remain in place.

Notes:

PG 70-22 TR+ asphalt binder shall contain a minimum of 8 percent crumb rubber and a minimum of two percent SBS (styrene-butadiene-styrene) polymer.

PG 70-22 TR+ asphalt binder shall conform to the requirements of AASHTO M 320 and, in addition, shall meet the requirements specified above.

Table 1005-1 will also apply for PG 70-22 TR+ asphalt binder.

Should the bituminous material be deficient on more than one of the properties listed in Tables 1005-1 and 1005-1b, the pay adjustment will be the greatest reduction to the contract unit price specified considering individual test results.

The pressure aging temperature for PG 70-22 TR+ asphalt binder shall be 100 °C.

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 hold water when stored or disposed of above ground.

TABLE 1005-3a: "Elastic Recovery by means of Ductilometer" is revised and "Note 2" is added in Table 1005-3a of the Standard Specifications:

TABLE 1005-3a POLYMERIZED CATIONIC RAPID SET (CRS-2P) EMULSIFIED ASPHALT (1)		
Tests on Emulsion:	Test Method	Requirement
Elastic Recovery by means of Ductilometer, 25 °C (77 °F), % minimum	AASHTO T 301 (2)	55
(2) Testing shall be performed on residue by distillation, not on residue by oven evaporation.		

TABLE 1005-3b: "Elastic Recovery by means of Ductilometer" is revised and "Note 3" is added in Table 1005-3b of the Standard Specifications:

TABLE 1005-3b POLYMERIZED HIGH FLOAT EMULSIFIED ASPHALT (1)			
Tests on Emulsion:	Test Method	Requirement	
		HFE-150P	HFE-300P
Elastic Recovery by means of Ductilometer, 4 °C (39.2 °F), % minimum	AASHTO T 301 (3)	25	25
(3) Testing shall be performed on residue by distillation, not on residue by oven evaporation.			

TABLE 1005-6: PG 70-22 TR+ is added to "Paving Asphalt" in Table 1005-6 of the Standard Specifications.

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-XX			232
PG 70-XX			233
PG 64-XX			235
PG 58-XX			236
PG 52-XX			238
PG 76-22 TR+			229
PG 70-22 TR+			230

(1007REFS, 03/23/10)

SECTION 1007 - RETROREFLECTIVE SHEETING:

1007-1 General Requirements: the last two sentences of the first paragraph of the Standard Specifications are revised to read:

Sheeting shall conform to criteria listed in the most current version of ASTM D 4956 for the applicable type and class, unless otherwise specified.

1007-2 Material Types: of the Standard Specifications is revised to read:

Sheeting material types for warning signs, regulatory signs, and guide sign backgrounds shall be ASTM Type IX or XI sheeting.

In addition, all warning signs with yellow backgrounds shall use fluorescent retroreflective yellow sheeting.

For barricades, channelizers and other work zone devices, ASTM sheeting Types IV, VIII, IX, or XI shall be used.

ASTM sheeting Types IX or XI shall be used for route marker signs and auxiliaries (stand alone), and for milepost markers.

Sheeting for rigid orange work zone signs (fluorescent) shall be ASTM Types VIII, IX, or XI. Roll-up orange work zone signs shall use ASTM Type VI sheeting.

All work zone signs with orange backgrounds shall use fluorescent retroreflective orange sheeting, except that non-reflective sign materials may be used for temporary work zone signs where the signs will be clearly visible under available natural light.

For direct-applied characters, demountable characters and shields on guide signs, ASTM sheeting Types IX or XI shall be used.

ASTM sheeting Types IX or XI shall be used for object markers, guardrail markers, and delineators. Object markers for guardrail end treatments, and impact attenuators (fluorescent) shall use ASTM Types IX or XI.

Sheeting for Adopt-A-Highway signs and logo signs shall be ASTM Type I.

When more than one sheeting type is allowed, the contractor may use any of the types listed, provided that materials used for a particular application shall be of the same ASTM type, manufacturer, and product for all signs of the same type in the project.

Opaque films used with sheeting shall be acrylic type films.

Direct-applied and demountable black characters shall be non-reflective.

1007-3 Visual Appearance, Luminance and Color Requirements: of the Standard Specifications is revised to read:

Except as specified herein, the color of the sheeting, ink or film shall conform to the ADOT Manual of Approved Signs, the Manual on Uniform Traffic Control Devices (MUTCD), and the plans.

All sheeting, inks and film used shall be uniformly colored so there is no visual variation in their appearance on the same sign or from sign to sign of the same colors.

Standard colors specified for sheeting, processing inks, and films shall, as applicable, match visually and be within the color tolerance limits required by Highway Tolerance Charts issued by the Federal Highway Administration. Additionally, for the retroreflective sheeting, unless otherwise noted, the Luminance Factor (Daytime Luminance) and Color Specification Limits (Daytime) shall conform to the applicable requirements of ASTM D 4956.

In addition to the luminance and color requirements, fluorescent orange sheeting and fluorescent yellow sheeting shall have the capacity to effectively fluoresce outdoors under low light conditions. For all applications requiring fluorescent orange sheeting or fluorescent

yellow sheeting, the contractor shall provide a letter to the Engineer from the manufacturer certifying that the sheeting to be used is fluorescent.

1007-6 Adhesive: the first paragraph of the Standard Specifications is revised to read:

Reflective sheeting and film adhesives shall be Class I as specified in ASTM D 4956 and as modified herein.

1007-6 Adhesive: the third paragraph of the Standard Specifications is hereby deleted:

1007-8 Durability Requirements: the second and third paragraphs of the Standard Specifications are revised to read:

Type IX and XI sheeting shall be weather-tested, as specified above, for a period of 60 months. Fluorescent orange colored sheeting used for construction zone signing, barricades, and channeling devices shall be weather-tested for a period of 18 months. All other sheeting shall be weather-tested for a period of 30 months. In all cases the related inks and films shall be tested along with the respective sheeting, and shall be subject to the same durability requirements as the sheeting.

Type IX and XI sheeting, related inks and films shall have a minimum ten year durability rating. All fluorescent orange sign sheeting shall have a minimum durability rating of three years. All other sheeting, films, and inks shall have a minimum durability rating of five years.

ATTACHMENT A

NATIONWIDE PERMIT NUMBER 14

NATIONWIDE PERMIT NUMBER 14



LINEAR TRANSPORTATION PROJECTS

**US Army Corps of Engineers
Los Angeles District
Regulatory Division/Arizona Branch**

Pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401 et seq) the U.S. Army Corps of Engineers published the "Reissuance of Nationwide Permits" in the Federal Register (72 FR 11092) on March 12, 2007. This Nationwide Permit is effective from March 19, 2007 to March 18, 2012 unless modified, reissued or revoked before that time. It is incumbent upon the permittee to remain informed of changes to the nationwide permits.

14. Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than ½ acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3 acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

401 Certification

303[d]-impaired waters (see Water Quality Definitions): For projects on a waterbody with an impaired reach, if the project impacts the listed waterbody within 800 meters (or ½ mile) downstream of an impaired reach to within 1600 meters (or 1 mile) upstream of an impaired reach: Individual 401 Certification.

Tributaries to 303[d]-impaired waters: For projects on a tributary to a waterbody listed as impaired, if the tributary mouth is on an impaired reach and the project impacts the tributary within 1600 meters (or 1 mile) of its mouth: Individual 401 Certification.

Outstanding Arizona Waters (a.k.a. "unique Waters") (see Water Quality Definitions): For projects on a designated Outstanding Arizona Water, if the project impacts the designated waterbody within 800 meters (or ½ mile) downstream of a designated reach to within 1600 meters (or 1 mile) upstream of a designated reach: Individual 401 Certification.

Tributaries to Outstanding Arizona Waters: For projects on a tributary to a designated Outstanding Arizona Water, if the tributary mouth is on a designated reach and the project impacts the tributary within 1600 meters (or 1 mile) of its mouth: Individual 401 Certification.

Lake (see Water Quality Definitions): Individual 401 Certification required.

Other waters: Conditionally certified (all applicable general 401 conditions, below). *Note: Conditional certification only applies when none of the other 401 certification categories apply.*

Tribal Waters: Hualapai Tribe – Individual Certification required

Navajo Nation – Individual Certification required
White Mountain Apache Tribe – Individual Certification required
All other reservations -- Contact EPA Region IX

State of Arizona 401 Water Quality Conditions

Except as noted, the following 401 General Conditions apply to all waters of the U.S. (WUS) and all applicable NWP:

1. Any discharge (including runoff or seepage) occurring as a result of activities certified for the subject project shall not cause a violation of surface water quality standards for any WUS. Applicability of this condition is as defined in A.A.C. R18-11-102.
2. This certification does not authorize the discharge of process water, material processing residues, wastewater or other residual material to any WUS.
3. Activities herein certified shall be performed during periods of low flow (baseflow or less) in any watercourse or other WUS, or no flow in the case of ephemeral and intermittent waterbodies.
4. If activities are likely to create an erosion or sedimentation problem, operations shall cease until the problem is resolved or until reasonable control measures have been undertaken.
5. Erosion control, sediment control and/or bank protection measures shall be installed before construction and pre-operation activities, and shall be maintained as necessary during construction and post-construction periods to minimize channel or bank erosion, soil loss and sedimentation. Control measures shall not be constructed of uncemented or unconfined soil, or other easily transportable (by flow) materials.
6. The applicant is responsible for ensuring construction material and/or fill including, but not limited to: rock, gabion fill or other uncemented channel-lining materials, placed within the Ordinary High Water Mark (OHWM) of any WUS, shall not include materials that can cause or contribute to an exceedence of Arizona Water Quality Standards for Surface Waters (18, A.A.C., 11, Article 1). Any fill material washing must occur outside of the floodplain of any WUS prior to placement and the rinsate from such washing shall be contained and settled or otherwise prevented from contributing sediment or causing erosion to any WUS. Fill placed in locations subject to scour shall contain not more than ten percent (10%) on a dry weight basis of particles finer than 0.25 mm diameter (passing a No. 60 sieve).
7. Any dredged material is to be placed and retained in areas outside the OHWM of any WUS. Runoff from materials deposited outside the OHWM is to be settled, filtered or otherwise treated to prevent escape of pollutants (including sediment) to any WUS.
8. Except as otherwise allowed herein, upon completion of construction the applicant shall ensure no adverse change due to the subject project has occurred in the stability (with respect to stream geometry, erosion and sedimentation) of any WUS, including upstream and downstream from the project. If such change has occurred, the applicant shall take steps to restore the pre-project stability of any impacted segments.
9. Except where the activities certified herein are intended to permanently alter any WUS, all disturbed areas between the OHWM shall be restored to preconstruction conditions. Denuded areas shall be revegetated as soon as possible with native and/or salvaged plants and seed. Vegetation should be maintained on unarmored banks and slopes to stabilize soil and prevent erosion.
10. Where needed to prevent erosion/sedimentation, flows unimpacted by the subject project shall be diverted around work operations, and material and equipment storage areas. Permanent and temporary access roadways, staging areas and material stockpiles shall be designed or located to allow storm flows to pass unimpeded. Except as otherwise allowed herein, when flow is present in any wash or other WUS within the project area, the applicant and any contractor will not impede, restrict, or stop the flow by any means.
11. Permanent and temporary pipes and culverted crossings and pads shall be adequately sized to handle expected flow and properly set with end section, splash pads, or headwalls that dissipate water energy to control erosion. Culverted and unculverted crossings and pads shall be constructed so as to accommodate the overtopping of the fill by streamflow and armored to prevent erosion of the fill.
12. Acceptable construction materials that will or may contact water in any WUS are: crushed stone, native fill (meeting the requirements in 401 General Condition 6) concrete, steel, plastic, or aluminum and other materials specifically approved in writing by ADEQ.
13. Silt laden or turbid water resulting from project activity shall be settled, filtered or otherwise treated prior to discharge to ensure no violation of Arizona Surface Water Quality Standards in any WUS.
14. When flow greater than described in 401 General Condition 3 above is present within the project area, all activities certified herein shall cease and construction equipment and materials easily transported by flow will be moved outside the flow area and the OHWM of any WUS. If such movement cannot be accomplished rapidly enough to prevent pollution of a WUS, measures shall be taken to prevent transport of sediment or other pollutants out of the construction area or into any WUS.

15. Work shall be conducted and monitored to ensure that pollution from the activities certified herein including, but not limited to: earthwork, concrete mixing and placement, detention ponds, and equipment maintenance and washing does not drain into any WUS.
16. If water is used for dust suppression, it shall not contain contaminants that could violate Arizona Surface Water Quality Standards of any WUS.
17. The applicant will erect any barriers, covers, shields and other protective devices as necessary to prevent any construction materials, equipment or contaminants/pollutants from falling, being thrown or otherwise entering any flowing WUS.
18. Upon completion of the activities certified herein, areas within the OHWM of all WUS at the project site shall be promptly cleared of all false work, piling, construction residues, equipment, debris or other obstructions. Any debris including, but not limited to: soil, silt, sand, rubbish, cement, bituminous material, oil or petroleum products, organic materials, tires or batteries, derived from the activities certified herein shall not be stored at any site where it may be washed into a WUS and shall be properly disposed of after completion of the work.
19. The applicant must designate area(s) for equipment staging and storage located where runoff from these activities cannot enter any WUS. Any equipment maintenance, washing or fueling that cannot be done offsite will be done here. Material specifically manufactured and sold as spill adsorbent/absorbent will be on hand to control small spills. All equipment and workboats shall be inspected for leaks daily and prior to use. All leaks shall be repaired immediately. All equipment and workboats will be steam cleaned prior to use in any WUS with flow.
20. The applicant shall have a spill containment plan onsite to ensure that pollutants are contained, removed and properly disposed of. In addition, the applicant must designate areas, located where runoff from these activities cannot enter any WUS, for chemical and petroleum storage, and solid waste containment. All materials stored onsite will be stored in appropriate containers or packaging. Any pollutant produced by activities certified herein shall be properly disposed of in accordance with applicable regulations. A spill response kit will be maintained in this (these) area(s) to mitigate a potential spill. The kit will include material specifically manufactured and sold as spill adsorbent/absorbent including booms. The applicant will ensure that whenever there is activity on the site, that there are personnel on site trained in the proper response to spills and the use of spill response equipment.
21. If fully, partially or occasionally submerged structures are constructed of cast-in-place concrete instead of pre-cast concrete planks or slabs, applicant will take steps; e.g., sheet piling or temporary dams (except for NWP 33 & 15, filled cofferdams are not allowed), to prevent contact between water (instream and runoff) and the concrete until it cures and until any curing agents have evaporated or otherwise cease to be available; i.e., are no longer a pollutant threat. Where possible, construction work will be during extreme low water conditions or at a time and season that ensures all work is done in the dry.
22. For portions of the project utilizing potable water or groundwater for irrigation, direct runoff of irrigation water and overflows from runoff detention and/or retention areas into washes shall be limited to the extent practicable and shall not cause downstream erosion or flooding.
23. For portions of the project utilizing reclaimed wastewater for irrigation, direct runoff of irrigation water and overflow from retention/detention structures or storage impoundments into WUS is prohibited without the proper permits including, but not limited to, Arizona's Reclaimed Wastewater Permit and, if within the wetted area of a 25-year flood event (or within the floodplain in some cases), a AZPDES permit.
24. Fertilizer, herbicide and insecticide chemicals used for development of vegetated areas shall be selected based on minimum environmental impacts and approved for the intended use. Application rates printed on the product labels shall be strictly followed. Excess chemicals shall not be applied on recently treated areas and must either be stored, used elsewhere or disposed of (in any case, in accordance with all applicable regulations).

Water Quality Definitions

303(d)-listed Impaired Waters: These are waterbodies that as a result of the CWA 305[b] process are listed under CWA 303[d] as impaired; i.e., consistently not meeting water quality standards, and as a result merit special attention. The complete current 303[d] list of Impaired Waters is available on ADEQ's website:

<http://www.azdeq.gov/environ/water/assessment/assess.html>

(401 conditions herein are meant to apply to waterbodies on the current, not draft, list)

Lake: The following are lakes which require an individual 401 certification for activities undertaken via a NWP:

Apache County

- | | | |
|----------------|---------------------|-----------------------|
| • Becker Lake | Lat.: 34° 9' 14.4" | Long.: 109° 18' 18.0" |
| • Carnero Lake | Lat.: 34° 6' 57.6" | Long.: 109° 31' 40.8" |
| • Lyman Lake | Lat.: 34° 21' 28.8" | Long.: 109° 21' 28.8" |

Cochise County

- Parker Canyon Lake Lat.: 31° 25' 33.6" Long.: 110° 27' 14.4"

Coconino County

- Ashurst Lake Lat.: 35° 1' 08.4" Long.: 111° 24' 10.8"
- Bear Canyon Lake Lat.: 34° 24' 10.8" Long.: 111° 0' 10.8"
- Blue Ridge Reservoir Lat.: 34° 33' 14.4" Long.: 111° 11' 02.4"
- Boot Lake Lat.: 34° 58' 51.6" Long.: 111° 19' 58.8"
- Chevelon Canyon Lake Lat.: 34° 30' 39.6" Long.: 110° 49' 26.4"
- Kinnikinick Lake Lat.: 34° 53' 52.8" Long.: 111° 18' 21.6"
- Lake Mary, Lower Lat.: 35° 6' 21.6" Long.: 111° 34' 19.2"
- Lake Mary, Upper Lat.: 35° 4' 44.4" Long.: 111° 31' 55.2"
- Long Lake Lat.: 34° 46' 44.4" Long.: 111° 12' 0.0"
- Long Lake Lat.: 35° 0' 0.0" Long.: 111° 20' 60.0"
- Mormon Lake Lat.: 34° 56' 38.4" Long.: 111° 27' 10.8"
- Odell Lake Lat.: 34° 56' 02.4" Long.: 111° 37' 51.6"
- Soldier Annex Lake Lat.: 34° 47' 13.2" Long.: 111° 13' 48.0"
- Soldier Lake Lat.: 34° 47' 13.96" Long.: 111° 13' 48.0"
- Steel Dam Lake Lat.: 35° 13' 37.2" Long.: 112° 24' 50.4"
- Stone Dam Lake Lat.: 35° 13' 37.2" Long.: 112° 24' 14.4"
- Stoneman Lake Lat.: 34° 46' 44.4" Long.: 111° 31' 04.8"
- Whitehorse Lake Lat.: 35° 7' 01.2" Long.: 112° 0' 46.8"
- Woods Canyon Lake Lat.: 34° 20' 06.0" Long.: 110° 56' 34.8"

Gila County

- Roosevelt Lake Lat.: 33° 40' 44.4" Long.: 111° 9' 14.4"

La Paz County

- Alamo Lake Lat.: 34° 14' 45.6" Long.: 113° 34' 58.8"

Maricopa County

- Apache Lake Lat.: 33° 35' 31.2" Long.: 111° 20' 31.2"
- Bartlett Lake Lat.: 33° 49' 01.2" Long.: 111° 37' 44.4"
- Canyon Lake Lat.: 33° 32' 38.2" Long.: 111° 26' 06.1"
- Lake Pleasant Lat.: 33° 51' 14.4" Long.: 112° 16' 15.6"
- Painted Rock Borrow Pit Lat.: 33° 4' 58.8" Long.: 113° 1' 19.2"
- Painted Rock Reservoir Lat.: 33° 4' 15.6" Long.: 113° 0' 28.8"
- Roosevelt Lake Lat.: 33° 40' 44.4" Long.: 111° 9' 14.4"
- Saguaro Lake Lat.: 33° 34' 01.2" Long.: 111° 32' 06.0"

Mojave County

- Alamo Lake Lat.: 34° 14' 45.6" Long.: 113° 34' 58.8"

Navajo County

- Rainbow Lake Lat.: 34° 9' 03.6" Long.: 109° 59' 02.4"
- Show Low Lake Lat.: 34° 11' 24.0" Long.: 109° 59' 56.4"

Pima County

- Arivaca Lake Lat.: 31° 31' 51.6" Long.: 111° 15' 03.6"

Santa Cruz County

- Arivaca Lake Lat.: 31° 31' 51.6" Long.: 111° 15' 03.6"
- Patagonia Lake Lat.: 31° 29' 31.2" Long.: 110° 52' 01.2"
- Peña Blanca Lake Lat.: 31° 24' 10.8" Long.: 111° 5' 02.4"

Yavapai County

- Granite Basin Lake Lat.: 34° 37' 02.1" Long.: 112° 32' 56.5"
- Horseshoe Reservoir Lat.: 33° 58' 58.8" Long.: 111° 42' 28.8"

• Horsethief Lake	Lat.: 34° 9' 43.2"	Long.: 112° 17' 56.4"
• Lake Pleasant	Lat.: 33° 51' 14.4"	Long.: 112° 16' 15.6"
• Lynx Lake	Lat.: 34° 31' 08.4"	Long.: 112° 23' 06.0"
• Peck's Lake	Lat.: 34° 47' 06.0"	Long.: 112° 2' 31.2"
• Watson Lake	Lat.: 34° 35' 16.8"	Long.: 112° 25' 04.8"

Other Waters: Any waters of the United States, occurring on non-tribal land, that does not fall within one of the other definitions listed here.

Outstanding Arizona Waters: ADEQ is in the process of the triennial review of surface water quality standards (18 Arizona Administrative Code 11, Art 1) and among other things, this entails an updating of the Unique Waters of the state. A definite change is the name: instead of "Unique Waters", these bodies of water shall be referred to as "Outstanding Arizona Waters". Current Water Quality Standards For Surface Waters are available on the Arizona Secretary of State website (http://azsos.gov/public_services/Title_18/18-11.pdf).

The following are currently classified as Unique Waters (from R18-11-112(E), Arizona Administrative Code):

Apache County

- The West Fork of the Little Colorado River, from its headwaters to Government Springs at Latitude 33° 59' 33" / Longitude 109° 27' 54".
- Lee Valley Creek, from its headwaters to confluence with Lee Valley Reservoir.
- Hay Creek, from its headwaters to its confluence with the West Fork of the Black River.
- Stinky Creek, from the White Mountain Apache Indian Reservation boundary to its confluence with the West Fork of the Black River.

Cochise County

- Cave Creek from the headwaters to the Coronado National Forest boundary.
- South Fork of Cave Creek from its headwaters to its confluence with Cave Creek.

Coconino County

- Oak Creek from its headwaters to confluence with the Verde River.
- West Fork of Oak Creek from its headwaters to confluence with Oak Creek.

Gila County

- (Proposed) Fossil Creek, from its headwaters at the confluence of Sandrock and Calf Pen Canyons above Fossil Springs to its confluence with the Verde River.

Graham County

- Bonita Creek, from the boundary of the San Carlos Indian Reservation to its confluence with the Gila River.
- Aravaipa Creek, from its confluence with Stowe Gulch at Latitude 32° 52' 10" / Longitude 110° 22' 03" to the downstream boundary of Aravaipa Canyon Wilderness Area at Latitude 32° 54' 23" / Longitude 110° 33' 42".

Greenlee County

- Bear Wallow Creek, from its headwaters to the boundary of the San Carlos Indian Reservation.
- North Fork of Bear Wallow Creek, from its headwaters to confluence with Bear Wallow Creek.
- South Fork of Bear Wallow Creek, from its headwaters to confluence with Bear Wallow Creek.
- Snake Creek, from its headwaters to its confluence with the Black River.
- KP Creek, from its headwaters to its confluence with the Blue River.

Mohave County

- Francis Creek, from its headwaters to its confluence with Burro Creek.

Pima County

- Cienega Creek, from confluence with Gardner Canyon and Spring Water Canyon to USGS gaging station at Latitude 32° 02' 09" / Longitude 110° 40' 36".
- Buehman Canyon Creek, from its headwaters to confluence with unnamed tributary at Latitude 32° 24' 31.5" / Longitude 110° 32' 08".
- Aravaipa Creek, from its confluence with Stowe Gulch at Latitude 32° 52' 10" / Longitude 110° 22' 03" to the downstream boundary of Aravaipa Canyon Wilderness Area at Latitude 32° 54' 23" / Longitude 110° 33' 42".

Yavapai County

- Oak Creek from its headwaters to confluence with the Verde River.
- Peoples Canyon Creek from its headwaters to confluence with the Santa Maria River.
- Burro Creek, from its headwaters to confluence with Boulder Creek.
- Francis Creek, from its headwaters to its confluence with Burro Creek.

Tribal Waters: All waters of the United States occurring on tribal lands.

Unique Waters: Now known as "Outstanding Arizona Waters"

Regional Conditions

Of the ten regional conditions effective within the Los Angeles District of the Corps of Engineers, three apply to projects within Arizona (2, 3, and 4). The remaining conditions apply to specific geographic areas, resources or species in California.

The following regional conditions must be followed in order for any authorization by an NWP to be valid in the State of Arizona:

Regional Condition 2: For the State of Arizona and the Mojave and Sonoran (Colorado) desert regions of California in Los Angeles District (generally north and east of the San Gabriel, San Bernardino, San Jacinto, and Santa Rosa mountain ranges, and south of Little Lake, Inyo County), no nationwide permit, except Nationwide Permits 1 (Aids to Navigation), 2 (Structures in Artificial Canals), 3 (Maintenance), 4 (Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities), 5 (Scientific Measurement Devices), 6 (Survey Activities), 9 (Structures in Fleeting and Anchorage Areas), 10 (Mooring Buoys), 11 (Temporary Recreational Structures), 20 (Oil Spill Cleanup), 22 (Removal of Vessels), 27 (Stream and Wetland Restoration Activities), 30 (Moist Soil Management for Wildlife), 31 (Maintenance of Existing Flood Control Projects), 32 (Completed Enforcement Actions), 35 (Maintenance Dredging of Existing Basins), 37 (Emergency Watershed Protection and Rehabilitation), and 38 (Cleanup of Hazardous and Toxic Waste), or other nationwide or regional general permits that specifically authorize maintenance of previously authorized structures or fill, can be used to authorize the discharge of dredged or fill material into a jurisdictional special aquatic site as defined at 40 CFR Part 230.40-45 (sanctuaries and refuges, wetlands, mudflats, vegetated shallows, coral reefs, and riffle-and-pool complexes).

Regional Condition 3: For all projects proposed for authorization by nationwide or regional general permits where prior notification to the District Engineer is required, applicants must provide color photographs or color photocopies of the project area taken from representative points documented on a site map. Pre-project photographs and the site map would be provided with the permit application. Photographs should represent conditions typical or indicative of the resources before impacts.

Regional Condition 4: Notification pursuant to general condition 27 shall be required for projects in all special aquatic sites as defined at 40 CFR Part 230.40-45 (sanctuaries and refuges, wetlands, mudflats, vegetated shallows, coral reefs, and riffle-and-pool complexes), and in all perennial watercourses or waterbodies in the State of Arizona and the Mojave and Sonoran (Colorado) desert regions of California in Los Angeles District (generally north and east of the San Gabriel, San Bernardino, San Jacinto, and Santa Rosa mountain ranges, and south of Little Lake, Inyo County), excluding the Colorado River from Davis Dam downstream to the north end of Topock and downstream of Imperial Dam.

General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

1. Navigation

- (a) No activity may cause more than a minimal adverse effect on navigation.
- (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
- (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements

No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

3. Spawning Areas

Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds

No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.

6. Suitable Material

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes

No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows

To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains

The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls

Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. Wild and Scenic Rivers

No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. Tribal Rights

No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. Endangered Species

(a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties

(a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/TIPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. Designated Critical Resource Waters

Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian

area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. Water Quality

Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. Coastal Zone Management

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. Regional and Case-By-Case Conditions

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. Use of Multiple Nationwide Permits

The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

25. Transfer of Nationwide Permit Verifications

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

26. Compliance Certification

Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;
- (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification

(a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) Forty-five calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity

until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) *Form of Pre-Construction Notification:* The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) *District Engineer's Decision:* In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either:

(1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. Single and Complete Project

The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration, establishment (creation), enhancement, or preservation of aquatic resources for the purpose of compensating for unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Discharge: The term "discharge" means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for

stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects waterbodies with their adjacent uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 20.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete project: The term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete project must have independent utility (see definition). For linear projects, a "single and complete project" is all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NVPs, a waterbody is a jurisdictional water of the United States that, during a year with normal patterns of precipitation, has water flowing or standing above ground to the extent that an ordinary high water mark (OHWM) or other indicators of jurisdiction can be determined, as well as any wetland area (see 33 CFR 328.3(b)). If a jurisdictional wetland is adjacent—meaning bordering, contiguous, or neighboring—to a jurisdictional waterbody displaying an OHWM or other indicators of jurisdiction, that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(e)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

LIST OF SUBCONTRACTORS, SUPPLIERS, SERVICE PROVIDERS AND
MANUFACTURERS BIDDING ON ADOT CONTRACTS

This form must be submitted to the Civil Rights Office by 4:00 p.m. on the fifth working day after the opening of bids. You may make copies of this form. List all companies that bid with your firm on this contract.

FAILURE TO SUBMIT THE REQUIRED INFORMATION BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER TO BE DEEMED NONRESPONSIVE.

STP 085-A-(202)T 085 PM 042 H804901c

Cactus Asphalt a Division
of Cactus Transport, Inc.

Project No. _____ TRACS No. _____ Bidder _____

Firm Name	Contact Information (address or phone no)
<u>Sunline Contracting</u>	<u>480-629-5638</u>
<u>Western Aggregates</u>	<u>623-691-6936</u>
<u>Ergon</u>	<u>480-940-9500</u>
<u>American Traffic Services, Inc.</u>	<u>623-934-9420</u>
<u>Cesar Correa Trucking LLC</u>	<u>602-840-4546</u>
<u>Offo Trucking</u>	<u>623-582-3768</u>
<u>Crafco</u>	<u>602-276-0406</u>
<u>Horrocks Engineers</u>	<u>623-544-7305</u>
<u>TLL Electric</u>	<u>928-468-8552</u>
<u>Pro Force</u>	<u>623-582-1888</u>

NOTICE TO CONTRACTORS:

Amendments to "Required Contract Provisions All Federal-Aid Construction Contracts (Form FHWA 1273, Revised March 1994)";

1. Revision pursuant to Section V, paragraph 2b.

Contractors shall not show employees' social security numbers and home addresses on payroll submittals to the Department. Payroll submittals shall contain an individually identifying number for each employee. Contractors and subcontractors shall maintain the full social security number and current home address of each employee. Contractors may require that subcontractors provide the full social security number and current home address of the subcontractor's employees for their own records without weekly submission to the Arizona Department of Transportation.

2. Section VI, Record of Materials, Supplies, and Labor, is deleted.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clause's of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed

and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his 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 the avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and



To: ARIZONA DEPARTMENT OF TRANSPORTATION	Contact:
Address: PHOENIX, AZ	Phone:
	Fax:
Project Name: ADOT Gila Bend-Lukeville Highway (SR 85)	Bid Number:
Project Location:	Bid Date: 7/27/2012

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4040073	EMULSIFIED ASPHALT (CRS-2P)	430.00	TON	\$797.00	\$342,710.00
4040162	COVER MATERIAL	2,500.00	CY	\$37.50	\$93,750.00
4040163	BLOTTER MATERIAL	5.00	TON	\$9.00	\$45.00
7015069	TEMPORARY PAVEMENT MARKERS (CHIP SEAL)	3,020.00	EACH	\$1.40	\$4,228.00
7016030	BARRICADE (TYPE II, VERT.PANEL, TUBULAR MARKER)	2,780.00	\$/DY	\$0.11	\$305.80
7016033	PORTABLE SIGN STANDS (SPRING TYPE)	560.00	\$/DY	\$0.28	\$156.80
7016035	WARNING LIGHTS (TYPE A)	1,650.00	\$/DY	\$0.06	\$99.00
7016037	WARNING LIGHTS (TYPE C)	2,700.00	\$/DY	\$0.06	\$162.00
7016038	TRAFFIC CONE (28 INCHES)	10,000.00	\$/DY	\$0.11	\$1,100.00
7016039	EMBEDDED SIGN POST	3,240.00	\$/DY	\$0.11	\$356.40
7016050	TRUCK MOUNTED ATTENUATOR	12.00	\$/DY	\$134.00	\$1,608.00
7016051	TEMPORARY SIGN (LESS THAN 10 S.F.) (70.00	\$/DY	\$0.28	\$19.60
7016052	TEMPORARY SIGN (10 S.F. OR MORE) (2,220.00	\$/DY	\$0.28	\$621.60
7016061	FLASHING ARROW PANEL	12.00	\$/DY	\$16.75	\$201.00
7016067	CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	270.00	\$/DY	\$28.00	\$7,560.00
7016071	PILOT VEHICLE WITH DRIVER	230.00	HR	\$62.00	\$14,260.00
7016075	FLAGGING SERVICES (CIVILIAN)	1,090.00	HR	\$33.50	\$36,515.00
7016078	FLAGGING SERVICES (LOCAL ENFORCEMENT OFFICER)	60.00	HR	\$66.00	\$3,960.00
7016080	FLAGGING SERVICES (DPS)	220.00	HR	\$65.26	\$14,357.20
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOLPASTIC) (0.090")	250,100.00	LF	\$0.35	\$87,535.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	90,400.00	LF	\$0.35	\$31,640.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	490.00	LF	\$0.79	\$387.10
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	2.00	EACH	\$112.50	\$225.00
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	4.00	EACH	\$112.50	\$450.00
7060015	PAVEMENT MARKER, RAISED, TYPE D	2,200.00	EACH	\$2.19	\$4,818.00
7060018	PAVEMENT MARKER, RAISED, TYPE G	15.00	EACH	\$2.19	\$32.85
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	166,600.00	LF	\$0.07	\$11,662.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	60,300.00	LF	\$0.07	\$4,221.00
7080121	PERMANENT PAVEMENT MARKING (PAINTED SYMBOL) (ARROW)	4.00	EACH	\$16.87	\$67.48



Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
7080221	PERMANENT PAVEMENT MARKING (PAINTED LEGEND) (ONLY)	2.00	EACH	\$16.87	\$33.74
7350012	LOOP DETECTOR TRAFFIC COUNTER SYSTEM (TLL)	1.00	EACH	\$1,850.00	\$1,850.00
7350041	LOOP DETECTOR SPEED AND CLASSIFICATION TYPE SA (TLL)	1.00	EACH	\$2,175.00	\$2,175.00
9010001	MOBILIZATION	1.00	LS	\$31,370.00	\$31,370.00
9240116	MISCELLANEOUS WORK (CRACK SEALING)	110,000.00	LB	\$1.10	\$121,000.00
9250001	CONSTRUCTION SURVEYING AND LAYOUT M&S	1.00	LS	\$9,900.00	\$9,900.00
				Total Bid Price:	\$829,382.57

Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing all tasks in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices valid for 60 days unless otherwise noted.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- EXCLUSIONS: Sales Tax, Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, As-Builts, Testing, Inspection, Gradework, Landscape Areas, Weed Killer, Crack Routing, Crack-Sealing, Asphalt Patching, Additional ABC or Landscape Materials, Vegetation Replacement, Preservative Seals Other Than Specified, Prime Coat, Concrete Structures, Irrigation or Pipe Work, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, SWMP Erosion Control, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Cactus Asphalt</p> <p>Authorized Signature: _____</p> <p>Estimator: Bryan Glazer</p>
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TERMS AND CONDITIONS

GENERAL

Owner shall notify Cactus Asphalt (Cactus) when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental issue or concern, or other concealed conditions that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any concealed conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may be charged to owner at the appropriate rate.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide an acceptable water source.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise noted, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY:

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excepted.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed.

Unless otherwise stated within this agreement, all payment is due upon completion. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages.

The laws of the State of Arizona shall govern this agreement. If a court finds that any provision of this agreement is not valid, that fact, by itself, shall not mean the rest of this agreement is not valid. Therefore, a court may enforce the remaining provisions of the agreement.

HELPFUL INFORMATION

Work performed under this contract is subject to a mechanic's/materialmen's lien by any contractors/suppliers who provide services or materials on the project. To avoid perfection of any liens you may ask this contractor for "lien waivers" from all persons supplying material or services on this project.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CACTUS TRANSPORT, INC., d/b/a CACTUS ASPHALT

[Fee Proposal]

See following pages.



To: Town Of Fountain Hills	Contact: Ken Kurth
Address: 16705 E. Avenue Of The Fountains Fountain Hills, AZ 85268	Phone: (480) 816-5150 Fax: (480) 837-8328
Project Name: Town Of Fountain Hills - Crackseal Zone 6	Bid Number: 001
Project Location: Zone 6, Fountain Hills, AZ	Bid Date: 1/25/2013

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
9240116	CRACK-SEALING: (~384,000 SY) - Per ADOT CONTRACT & SPECIFICATIONS 085 PM 042 H804901C STP-085-A(202)T	93,000.00	LB	\$1.10	\$102,300.00
100	TRAFFIC CONTROL: - Temporary Signs, Cones & Truck Mounted Attenuator	1.00	LS	\$4,500.00	\$4,500.00
9010001	MOBILIZATION: - Costs Associated With Moving Equipment, Materials And Labor To And From Job Site For Duration Of Project	1.00	LS	\$5,500.00	\$5,500.00

Bid Price Subtotal: \$112,300.00

Maricopa County, State And Fountain Hills 6.4350%: \$7,226.51

Total Bid Price: \$119,526.51

Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Cactus is not responsible for removal of vehicles and property from work areas.
- Quantities provided by the Town of Fountain Hills. In the event that quantities differ from above, the billed amount will reflect agreed upon measured quantities.
- EXCLUSIONS: Tax, Bonds, Permits, Plans, Engineering, Survey, Staking, As-Built, Testing, Inspection, Grading, Landscape Areas, Weed Killer, Crack Routing, Asphalt Patching, Landscape Materials, Vegetation Replacement, Prime Coat, Concrete Structures, Utility Removal or Relocation, Drywells, Rip/Rap, Striping, Signage, Removal of Debris Generated by Other Trades, SWMP Erosion Control, Project Information Sign And Any Special Insurance Requirements.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Cactus Asphalt</p> <p>Authorized Signature: _____</p> <p>Estimator: John Flores</p>
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TERMS AND CONDITIONS

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The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may be charged to owner at the appropriate rate.

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Owner is to provide an acceptable water source.

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The laws of the State of Arizona shall govern this agreement. If a court finds that any provision of this agreement is not valid, that fact, by itself, shall not mean the rest of this agreement is not valid. Therefore, a court may enforce the remaining provisions of the agreement.

HELPFUL INFORMATION

Work performed under this contract is subject to a mechanic's/materialmen's lien by any contractors/suppliers who provide services or materials on the project. To avoid perfection of any liens you may ask this contractor for "lien waivers" from all persons supplying material or services on this project.