

**Bid Documents  
Tsaile Multi-Use Trail**

**Project No.: TEA-AAP-0(200) A  
Tracs No.: AP AAP SL 630 01C**



**PROPOSAL PAMPHLET  
AND  
SPECIFICATIONS**

**Apache County  
P.O. Box 238 / 75 West Cleveland  
St. Johns, AZ 85936  
928-337-7528**

**Chairman of the Board of Supervisors  
Jim Claw - District 1**

**Vice Chairman of the Board of Supervisors  
Tom M. White Jr. - District 2**

**Member of the Board of Supervisors  
R. John Lee – District 3**



**Project Description:**

The Tsaile Multi-Use Trail will be located within the campus of the Dine' College in Tsaile Arizona. The elevation of Tsaile is 7075 feet above sea level. The 2.37 mile long trail will be constructed following existing natural contours along the path alignment and will consist of an aggregate base course with a crusher fines surface. The trail will be ten feet in width. Construction in this culturally sensitive area will be limited to ten feet on each side of the path center line. Incidentals will include: weed block fabric, drainage culvert installation and seeding.

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# NOTICE OF INVITATION FOR BID

## ***PROJECT TITLE: TSAILE MULTI-USE TRAIL***

### ***PROJECT DESCRIPTION:***

#### **TSAILE MULTI-USE TRAIL Project**

The Tsaile Multi-Use Trail will be located within the campus of the Dine' College in Tsaile Arizona. The elevation of Tsaile is 7075 feet above sea level. The 2.37 mile long trail will be constructed following existing natural contours along the path alignment and will consist of an aggregate base course with a crusher fines surface. The trail will be ten feet in width. Construction in this culturally sensitive area will be limited to ten feet on each side of the path center line. Incidentals will include: weed block fabric, drainage culvert installation and seeding.

This project contains a Disadvantaged Business Enterprise Goal. The minimum contract-specified goal for participation by Disadvantaged Business Enterprises in the work, as a percentage of the total amount bid, shall be 2.96%.

Details of DBE requirements are further explained in the project Specifications attached to this Bid Package.

Sealed bids for the described work will be received at Apache County at PO Box 238 / 75 W. Cleveland St. St. Johns, AZ 85936 until **2:00 pm on October 4, 2012**; sealed bids are to be opened publicly. Sealed bids received after the specified time and date will be returned unopened and will not be considered.

Potential Bidders may obtain Electronic copies of Plans, specifications and contract documents via email, **at no cost**, by contacting Dale Hauser, Apache County Engineering Department Phone (928) 337- 7528, Fax (928) 337-2062, e-mail: [dhauser@co.apache.az.us](mailto:dhauser@co.apache.az.us). Should a potential bidder desire the above noted electronic documents to be saved on a CD and mailed (via regular US Mail only) to them, same shall be provided for a NON-REFUNDABLE fee of \$20.00 per copy.

The proposal guarantee shall be in the form of a certified check, cashier's check, or surety bond for ten (10%) percent of the amount of the bid, made payable to Apache County. This amount shall be forfeited to Apache County, Arizona, as liquidated damages if the bidder, upon the letting of the contract, shall fail to enter into the contract so let.

Apache County reserves the right to retain the deposit of the two lowest bidders for a period not to exceed thirty (30) days after the date and time set for the opening of bids. Apache County reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract to the most responsive and responsible bidder.

All proposals must be addressed to Apache County, Arizona and shall have the project title endorsed thereon as provided in this Call for Bids.

Address all questions to Ferrin Crosby, Apache County Engineering Department  
Phone (928) 337-7528, Fax 928) 337-2062, e-mail: [fcrosby@co.apache.az.us](mailto:fcrosby@co.apache.az.us)

# INSTRUCTIONS TO BIDDERS

Bidding and commencement of performance requirements and conditions are stated in ADOT Standard Specifications Road and Bridge Construction 2008, hereinafter referred to as the "Standard Specifications". Specific instructions are provided below. Where there is an apparent conflict between the Standard Specifications and the specific instructions, the specific instructions herein shall govern.

## 1. Description of Work

The work to be done and/or the materials to be supplied under this contract are shown on the plans, the Standard Specification, the Standard details, the Special Provision, and all supplementary documents as part of the contract documents. The contractor is required to inspect all bid documents and the site prior to submittal of bid proposal.

## 2. Conditions at Site of Work

Bidders are required to visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

## 3. Explanation to Bidders

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and/or Specifications shall be requested in writing with sufficient time to permit a reply to reach all bidders prior to bid opening, then such explanation will be responded to in writing. Oral explanations or instructions given before the award of the contract will not be binding until reduced in writing and a copy given to the bidder. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged on the Project Proposal. Any inquiry made less than 48hrs prior to bid opening may not be addressed by Apache County.

## 4. Notices of Award and Proceed & Pre-Construction Conference

After award of the Bid, the successful bidder will be notified in writing by a "Notice of Award" letter. The successful bidder shall execute the contract documents and file with The County Manager the required bonds and insurance within ten (10) calendar days of the date of this written notification. Work shall not start until the contract has been executed by both the successful bidder and Apache County and the "Notice to Proceed" has been received by the successful bidder.

The "Notice to Proceed" shall not be given until after the Contractor and Apache County have held a Pre-Construction Conference. This conference will be scheduled by the Contractor and the Engineer within ten (10) days of Apache County's receipt of the executed contract documents and required bonds and insurance.

The Contractor shall commence work as soon as practicable after the starting date specified in the "Notice to Proceed", but no later than fifteen (15) days after the execution of the contract documents by both parties unless otherwise authorized by Apache County. The Contractor agrees that commencement of work within fifteen (15) days of contract execution is a reasonable period of time for commencement and that failure to commence may result in the prosecution of the work being taken out of the hands of the Contractor. All work under the contract shall be completed within the number of calendar days stated in Section 108 of the attached Special Provisions, plus authorized extensions, beginning with the day following the starting date specified in the "Notice to Proceed".

## 5. Time of Contract

The CONTRACTOR shall commence work as provided in subsection 108.2 of the Standard Specifications unless less time due to an emergency is indicated in the Special Instructions to Bidders of this proposal pamphlet. Time of completion of the work is indicated in the Project Proposal. Provisions for extensions of the time of completion of the work are provided in the Standard Specifications (subsection 108.9). Failure to perform work within the time specified in the Contract shall be cause for liquidated damages (per subsection 108.11).

## 6. Preparation of Bids

a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasures or changes must be initialed by the person signing the bid.

b) The form of the bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids; alternate prices, scheduled items resulting in a bid on a unit of construction or combination thereof, etc. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

c) Unless called for, alternate bids will not be considered.

d) Unless specifically called for, electronic facsimile ("FAX") bids will not be considered. "FAX" modifications of bids already submitted will be considered if received prior to the fixed time in the Call for Bids. "FAX" modifications shall not reveal the amount of the original or revised bid.

## 7. Bid Security

Each bid must be accompanied by cash, certified check of the bidder's, or bid bond of ten percent (10%) of the amount of the bid, duly executed by the bidder as principal and having as surety in the amount indicated on the form provided with this proposal pamphlet for the bid guarantee bond. Bonds not on the form provided will be accepted if the essential assurances are contained. Bonds must be issued by a responsible surety. Such cash, checks, or bid bonds will be returned as provided under section 103.2 of part 100 of the Standard Specifications.

## 8. Accuracy of Engineer's Estimate for Unit Price Contract

The engineer's estimate of quantities is given solely for the purpose of indicating the scope of the work and comparing bids for unit price contracts. The estimated quantities may not accurately indicate the proper measure of materials for the Contractor to purchase. The contractor shall make his estimate from the construction plans or inquire of the engineer to minimize shortages or excesses of materials. The unit prices in the bid are binding on the Contractor unless there is a gross error in the estimated quantities. If the estimated quantities shown on the engineer's estimate are grossly in

error with measured quantities, a readjustment of the contract unit price to that portion of the quantities that is more or less than 20% of the estimated quantity may be renegotiated.

#### **9. Mistakes in Bids**

A bid may be withdrawn at any time before it is formally opened for consideration in the award of the contract. After a bid is opened, the bidder is bound by the offer and is obligated to accept the contract if the bid should be the successful bid. Even if an error was made in the preparation of the bid the bidder is obligated to accept the contract unless the mistake is so gross that Apache County can be charged with knowledge that the bidder had made a serious and unintentional mistake. The penalty against a bidder who submits an erroneous bid shall be the bid security cash, certified check, or bid bond.

In case of conflict between the amount shown on the Project Proposal and the Bid Schedule, the amount on the Bid Schedule, after adjusting if necessary, shall govern.

#### **10. Bidder's Signature and Authority**

If the bid is made by an individual, his name, signature, and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership, a list of all partners and the signature of at least one of the general partners must be shown. If made by a corporation, the bid shall show the name and post office address of the corporation and the title of the person who signs on behalf of the corporation. The submission of a bid will constitute an incontrovertible representation by the bidder that he has completed and complied with every provision of this proposal pamphlet. In addition, without exception, the bid is premised upon performing and furnishing the work required by the contract documents and by such means, methods, techniques, sequences or procedures of construction as required in the contract documents. Furthermore, the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

#### **11. Non-Collusion Affidavit**

The bidder shall fill out the form "Non-Collusion Affidavit" and submit with the Project Proposal.

#### **12. Method of Award**

Apache County may award the contract subject to the lowest, most responsive and responsible bidder for the base bid and for alternates applied in numerical order in which they are listed in the bid proposal to produce a contract of net amount which is within the budgeted funds. Apache County is not bound until the contract is signed by the bidder and subsequently signed by an authorized representative of Apache County. The representative of Apache County will not sign the contract until the bidder has performed all prerequisites to the execution of the contract.

#### **13. Permits, Fees, Taxes and Required Licenses**

The successful bidder shall have or obtain such contractor's license as may be required by the State of Arizona to do the work required in the bid. The successful bidder must have or shall obtain an Apache County business license. Contractor will be required to obtain a permit from Apache County which will be provided to the contractor at no cost. Unless otherwise provided in the Special Provisions the contractor shall secure and pay for all other taxes, fees, licenses, or permits necessary to do the work.

#### **14. List of Subcontractors**

If a project is bid and the bidder is successful, the bidder shall fill out the form "List of Subcontractors" when subcontractors are employed and submitted with the Project Contract. The form entitled, "List of Subcontractors" (found elsewhere in this pamphlet) shall be completely filled out along with the Subcontractors Contractor's License. Failure to do so may disqualify the bid. Show on this form the Items of work the Subcontractor will be accomplishing. The portion of work assigned to the Subcontractors shall not exceed 60% of the contract bid price. Use copies of this form if more than three Subcontractors will be doing work. No Subcontractor shall begin work unless approved by the Engineer.

#### **15. Claims and Release of Bonds**

Final payment will not be made until Apache County issues the "Notice of Completion and Final Acceptance". The Contractor will be required to sign the "Settlement of Claims" form before Apache County's release of the "Payment Bond" and final payment is made. The "Performance Bond" will be released one year after completion if no claims are made against the Contractor. Any payment, final or otherwise, shall not release the Contractor from any obligation under the contract documents.

#### **16. Insurance INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Apache County, its agents, officers, officials and employees and the State of Arizona, its agents officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees or any tier of Contractor's subcontractors in the performance of this Contract.

It is the Contractor's duty to defend, hold harmless and indemnify Apache County, its agents, officers, officials and employees and the State of Arizona, its agents officers, officials and employees from damages that shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The Contractor shall name the State and Arizona Department of Transportation (ADOT) as an additional insured in the Contractor's insurance policies. The Contractor shall save and hold harmless and indemnify from loss the State of Arizona and ADOT, and their departments, agencies, officers, or employees from any and all cost and/or damage to any person or property whatsoever, caused by any activity, condition, misrepresentation directives, instruction or event arising out of the performance or nonperformance of any provisions of the Agreement by the State, any of its departments, agencies, officers and employees.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

### **INSURANCE REQUIREMENTS**

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc., Rating of B++6, or with other companies approved to do business in the State of Arizona with policies and forms satisfactory to Apache County.

All required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of Apache County constitute a material breach of this Contract.

The Contractor's insurance shall be the primary insurance, and any insurance or self-insurance maintained by Apache County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect Apache County.

The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against Apache County, its agents, officers, officials and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Apache County under such policies. The Contractor shall be solely responsible for deductible and /or self-insured retention and Apache County, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Apache County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. Apache County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, Apache County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name Apache County, its agents, officers, officials and employees as Additional Insured parties.

### **REQUIRED COVERAGE**

#### **General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products and Completed Operations Aggregate and \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG0001 0798 or any replacement thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's., Additional Insured, Form B, CG2010 0397, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract, the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

#### **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA0001 0797, or any replacements thereof). Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

#### **Worker's Compensation**

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

**CERTIFICATION OF INSURANCE**

Prior to commencing Services under this Contract, Contractor shall furnish Apache County with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor’s insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy (ies) required by this contract is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to Apache County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

**CANCELLATION AND EXPIRATION NOTICE**

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the Apache County.

**17. Qualifications of Bidders**

Bidders shall be experienced in the kind of work to be performed, shall have the necessary equipment, therefore, and shall possess sufficient capital to properly execute the work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary ability, plant, and equipment to commence the work at the time prescribed and, thereafter, to prosecute and complete the work at the rate or within the time specified. A bid may be rejected if Bidder is already obligated for the performance of other work that could delay the commencement, prosecution, or completion of the work. Each bid must contain evidence of Bidder’s qualification to do business in the State of Arizona or covenant to obtain such qualification prior to execution of the agreement. In addition, Bidder shall be holder of a State of Arizona Contractor’s License.

**18. Supplementary Forms**

Forms that may be required to be submitted with the Project Proposal:

NON-COLLUSION AFFIDAVIT (required)

BID GUARANTEE BOND (OTHER FORMS FOR THE BID GUARANTEE BOND MAY BE USED)  
CONTRACTOR’S LICENSE (required)

Forms that are required to be submitted with the Project Contract:

PERFORMANCE BOND  
PAYMENT BOND  
CERTIFICATE OF INSURANCE (see Instruction to Bidders, Section 18)  
LIST OF SUBCONTRACTORS

The NOTICE OF AWARD, the NOTICE TO PROCEED (if a budget project), and the NOTICE OF COMPLETION and FINAL ACCEPTANCE, are forms included in the Proposal pamphlet to assist the CONTRACTOR to recognize each form when received.

**19. Order of Importance of the Contract Documents**

The **Contract Agreement**

- Cost plus Work Orders over Change Orders
- Change Orders over the Contract Plans, special provisions and Specifications
- Special Provisions over Plans, Standard Specifications and Standard Details
- Plans over Standard Details
- Standard Details over Standard Specifications
- Dimensions on drawings over scaled drawings

**20. Warranty**

The contractor shall warranty all work a minimum of (1) one year from final acceptance. If a manufacturer’s warranty exceeds (1) one year on certain items that warranty shall prevail.

# PROJECT PROPOSAL

## Apache County, ARIZONA Tsaile Multi-Use Trail Project BID FORM

PROPOSAL to Apache County

In compliance with the Notice of Invitation for Bid, by the County Engineer, the undersigned Bidder, \_\_\_\_\_ having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Special Provisions.

Understands that the proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or bid guarantee bond for ten percent (10%) of the amount of bid;

Agrees that upon receipt of "**Notice of Award**", from **Apache County**, will execute the contract documents and file with the Engineer the required bonds and insurance within ten (10) calendar days.

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**Name of Bidder**

---

**Address of Bidder**

**PROJECT PROPOSAL  
APACHE COUNTY, ARIZONA  
Tsaile Multi-Use Trail Project  
BID FORM**

This proposal is submitted by \_\_\_\_\_,  
A corporation organized under the laws of the state of \_\_\_\_\_,  
A partnership consisting of \_\_\_\_\_, or individuals  
trading as \_\_\_\_\_, and is the holder of an  
Arizona State contractor's License:

Classification: \_\_\_\_\_ No. \_\_\_\_\_

Must acknowledge receipt of Addendum below.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_

\_\_\_\_\_

Date Name of Bidder

\_\_\_\_\_

Signature of Bidder

\_\_\_\_\_

\_\_\_\_\_

Witness

Officer Title of Signatory

\_\_\_\_\_

\_\_\_\_\_

Title of Witness

Address of Bidder

\_\_\_\_\_

State of Incorporation

TOTAL CONTRACT PROPOSAL \$ \_\_\_\_\_

*(ATTENTION: In cases of conflicts between the amount shown on the Project Proposal and the Bid Schedule, the amount shown or adjusted on the Bid Schedule shall govern.)*



# NON-COLLUSION AFFIDAVIT

## Tsaile Multi-Use Trail Project (INCLUDE WITH BID PROPOSAL)

STATE OF ARIZONA

County of APACHE

\_\_\_\_\_, Affiant, who is

\_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor)

the person, corporation or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such **Proposal** is genuine and not sham or collusive, nor in the interest or behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

\_\_\_\_\_ **Affiant**

\_\_\_\_\_ **Title**

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Notary Public in and for the

County of  
State of

My commission expires

# Tsaile Multi-Use Trail Project

## **LIST OF SUBCONTRACTORS**

*(Submit with Project Contract)*

Each bidder shall list the name and business address of each subcontractor who will perform work or render service under this contract in or about the construction of the improvement or who specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans, and shall also list the portion of the work which will be done by such subcontractor. No subcontractor doing work who is not listed shall be used without written approval by Apache County. See Section 16 of the Instruction to Bidders.

<b>SUBCONTRACTORS</b>	<b>Portion of Work (Item #)</b>	<b>Contractor's License Number</b>
_____ <i>Name</i>	_____	_____
_____ <i>Address</i>	_____	
_____ <i>City, State</i>	_____	
_____ <i>Name</i>	_____	_____
_____ <i>Address</i>	_____	
_____ <i>City, State</i>	_____	
_____ <i>Name</i>	_____	_____
_____ <i>Address</i>	_____	
_____ <i>City, State</i>	_____	
_____ <i>Signature of Bidder</i>	_____	_____
_____ <i>Date</i>	_____	

*Additional numbered pages may be attached to this page if sufficient space is not provided hereon.*

# ***SURETY BOND***

*(Include with Project Proposal)*

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_, as Principal (hereinafter called the Principal), and the \_\_\_\_\_, a corporation duly organized under the law of the State of \_\_\_\_\_, as Surety (hereinafter called Surety), are held and firmly bound unto Apache County as Obligee, in the sum of ten percent (10%) of amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the project known as Tsaile Multi-Use Trail Project. NOW, THEREFORE, IF THE Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

<p><b>APACHE COUNTY</b>  <b>PROJECT: Tsaile Multi-Use Trail Project</b>  <b>Project No.: TEA-AAP-0(200)A</b>  <b>TRACS No.: AP AAP SL630 01C</b></p> <p><b>CONTRACTOR:</b></p> <p><b>AMOUNT:</b></p>	
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**THIS CONTRACT** is entered into between **APACHE COUNTY**, a body politic and corporate of the state of Arizona, hereinafter called **APACHE COUNTY**; and \_\_\_\_\_, herein after called **CONTRACTOR**.

**WITNESSETH**

**WHEREAS, APACHE COUNTY** requires the services of a **CONTRACTOR** to provide all materials, equipment and labor to perform the work on **Tsaile Multi-Use Trail Project** described in the Plans, Specifications and other contract documents; and

**WHEREAS, CONTRACTOR** submitted the proposal/ bid most advantageous to **APACHE COUNTY**.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES**

Work must start within 10 calendar days after the date of commencement established by the Notice To Proceed and must be completed and suitable for use, per the requirements of section 108 of the attached special provisions, after such commencement date.

**APACHE COUNTY** shall have the option to extend the contract termination date. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.

**ARTICLE II - SCOPE OF SERVICES**

**CONTRACTOR** shall provide to **APACHE COUNTY** all labor, materials and equipment necessary to perform the work described in Appendix "A" which is incorporated herein the same as if set forth. All work shall be done per specifications called for in the bid documents, plans, General Conditions, and Supplemental Conditions, if any, to the Contract, and other documents incorporated into this contract, all made a part hereof. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

**ARTICLE III - COMPENSATION AND PAYMENT**

In consideration of the services specified in this Contract, **APACHE COUNTY** agrees to pay **CONTRACTOR** in the manner hereinafter specified.

**CONTRACTOR** shall provide detailed documentation in support of requested payment. Any payments under this Article shall not prevent **APACHE COUNTY** from objection to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges. Payments will be made in accordance with A.R.S. § 34-221.

Total payment for this Contract shall not exceed \$\_\_\_\_\_.

#### **ARTICLE IV – INSURANCE**

**CONTRACTOR** shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance, more specifically described in Instructions to Bidders:

- a) Commercial General Liability Insurance at least as broad as ISO's Standard CG 00 01 Form, and including Products/Completed Operations, in an amount not less than \$1,000,000.00 combined single limit Bodily Injury and Property Damage. **APACHE COUNTY** and the State of Arizona shall be named as additional insured for all operations performed within the scope of the Contract between **APACHE COUNTY** and **CONTRACTOR**;
- b) Commercial or Business Automobile Liability Insurance at least as broad as ISO's Standard CA 00 01 Form, for owned, non-owned and hired vehicles used in the performance of this Contract with limits not less than \$1,000,000.00 combined single limit, or \$1,000,000.00 bodily injury and \$1,000,000.00 property damage; and,
- c) Statutory Workers' Compensation including not less than \$1,000,000.00 Employers Liability Coverage.

d) Builder's Risk (Property) Insurance

**CONTRACTOR** shall provide **APACHE COUNTY** with current certificates of insurance. All certificates must provide for guaranteed 30 days written notice of material change, non-renewal or cancellation.

#### **ARTICLE V – INDEMNIFICATION**

To the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify, and hold harmless **APACHE COUNTY**, its officers, officials, employees and agents and the State of Arizona, its agents officers, officials and employees from and against any and all liability, including but not limited to suits, actions, legal administrative proceedings, claims or demands and costs and expenses attendant thereto, including but not limited to attorneys and expert witness fees, arising from or connected with or alleged to have arisen from or connected with any act, omission, fault or negligence by the **CONTRACTOR**, its agents, employees, subcontractors, or anyone under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the sole negligence of **APACHE COUNTY**, its agents, officers, officials, employees or Indemnitee.

#### **ARTICLE VI - COMPLIANCE WITH LAWS**

**CONTRACTOR** shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in **APACHE COUNTY**. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

#### **ARTICLE VII - COMPLIANCE WITH IMMIGRATION LAWS**

As mandated by A.R.S. § 41-4401, **APACHE COUNTY** is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). **APACHE COUNTY** must also insure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing and performing any contract, including this Agreement, for **APACHE COUNTY**, **CONTRACTOR** fully understands that:

- a) It warrants that it and its subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
- b) A breach of the warranty set forth in subsection (A) shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and

c) **APACHE COUNTY** or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection (A).

#### **ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS**

The status of **CONTRACTOR** shall be that of an independent contractor. Neither **CONTRACTOR**, nor **CONTRACTOR'S** officers, agents or employees shall be considered an employee of **APACHE COUNTY** or be entitled to receive any employment-related fringe benefits under its merit system. **CONTRACTOR** shall be responsible for payment of all federal, state, and local taxes associated with compensation received pursuant to this Contract and shall indemnify and hold **APACHE COUNTY** harmless from any and all liability which **APACHE COUNTY** may incur because of **CONTRACTORS** failure to pay such taxes. **CONTRACTOR** will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Contract.

#### **ARTICLE IX - CONTRACTOR/SUBCONTRACTOR PERFORMANCE**

**CONTRACTOR** shall perform the work in accordance with the terms of the Contract and to the best of **CONTRACTOR'S** ability. **CONTRACTOR** shall employ suitably trained and skilled personnel to perform all services under this Contract. The **CONTRACTOR** shall perform the work in accordance with generally accepted methods and standards.

**CONTRACTOR** will be fully responsible for all acts and omissions of its Subcontractor and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that **CONTRACTOR** is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of **APACHE COUNTY** to pay or see to the payment of any money due any Subcontractor, except as may be required by law.

#### **ARTICLE X – ASSIGNMENT**

**CONTRACTOR** shall not assign its rights to this Contract, in whole or in part, without prior written approval of **APACHE COUNTY**. Approval may be withheld at the sole discretion of **APACHE COUNTY**, provided that such approval shall not be unreasonably withheld.

#### **ARTICLE XI - NON-DISCRIMINATION**

**CONTRACTOR** shall not discriminate against any **APACHE COUNTY** employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out **CONTRACTOR'S** duties pursuant to this Contract. **CONTRACTOR** shall comply with the provisions of Arizona Executive Orders 75-5, as amended by Executive Order 994, which are incorporated into this Contract as if set forth in full herein.

#### **ARTICLE XII - AMERICANS WITH DISABILITIES ACT (ADA)**

**CONTRACTOR** shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101- 336, 42 U.S.C. 121001-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

#### **ARTICLE XIII - AUTHORITY TO CONTRACT**

**CONTRACTOR** warrants its right and power to enter into this contract. If any court or administrative agency

determines that **APACHE COUNTY** does not have authority to enter into this contract, **APACHE COUNTY** shall not be liable to **CONTRACTOR** or any third party by reason of such determination or by reason of this Contract.

**ARTICLE XIV - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

**ARTICLE XV - CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**ARTICLE XVI - TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, **CONTRACTOR** shall fail to fulfill in timely and proper manner its obligations under this Contract, or if **CONTRACTOR** shall violate any of covenants, Contracts, or stipulations of this Contract, **APACHE COUNTY** shall thereupon have the right to terminate this Contract by giving written notice to **CONTRACTOR** of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by **CONTRACTOR** shall, at the option of **APACHE COUNTY**, become its property and **CONTRACTOR** shall be paid an amount based on time and expenses incurred by **CONTRACTOR** prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services. Notwithstanding the above, **CONTRACTOR** shall not be relieved of liability to **APACHE COUNTY** for damages sustained by **APACHE COUNTY** by virtue of any breach of the Contract by **CONTRACTOR** and **APACHE COUNTY** may withhold payments to **CONTRACTOR** for the purpose of set-off until such time as the exact amount of damage due **APACHE COUNTY** from **CONTRACTOR** is determined.

**ARTICLE XVII - TERMINATION FOR CONVENIENCE OF Apache County**

**APACHE COUNTY** may terminate this Contract at any time by giving written notice to **CONTRACTOR** of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of **APACHE COUNTY**, become its property. If the Contract is terminated by **APACHE COUNTY** as provided herein, **CONTRACTOR** shall be paid an amount based on the time and expenses incurred by **CONTRACTOR** prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.

Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining **APACHE COUNTY** or other public entity obligations under this Contract. **APACHE COUNTY** shall have no further obligation to **CONTRACTOR**, other than to pay for services rendered prior to termination.

**ARTICLE XVIII – NOTICES**

Any Notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

**APACHE COUNTY:**     **APACHE COUNTY**  
PO Box 238/75 W. Cleveland Ave.  
St. Johns, AZ 85346  
928-337-7528  
Fax: 928-337-2062

**CONTRACTOR:**

**ARTICLE XIX - NON-EXCLUSIVE CONTRACT**

**CONTRACTOR** understands that his Contract is Non-Exclusive and is for the sole convenience of **APACHE COUNTY**. **APACHE COUNTY** reserves the right to obtain like services from other sources for any reason.

**ARTICLE XX - CONTRACT DOCUMENTS**

**A. INCORPORATION OF DOCUMENTS:** **CONTRACTOR** and **APACHE COUNTY** in entering into this Contract have relied upon information provided in the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, BID PROPOSAL FOR CONSTRUCTION, BID, PAYMENT AND PERFORMANCE BONDS, GENERAL CONDITIONS, SUPPLEMENTAL CONDITIONS, SPECIAL PROVISIONS, PLANS AND DRAWINGS, ADDENDA, information provided in the **CONTRACTOR'S** response to this solicitation, and the Special Federal Requirements and Wage Rates. These documents are hereby incorporated into this Contract by reference as if set forth in full herein.

**B. ORDER OF PRECEDENCE:** In the event of a conflict or inconsistency between or among the documents incorporated into this contract, the Contract Documents shall take precedence in the following order:

- a) This Contract
- b) Supplemental Conditions, if any
- c) General Conditions.
- d) Technical Specifications and Plans
- e) Contractor Response to the Solicitation
- f) Instructions to Bidders
- g) Invitation to Bid

The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such Agreement interpreting the Contract shall be incorporated into the Contract by Amendment.

**ARTICLE XXI - BONDING REQUIREMENTS**

In accordance with A.R.S. §34-2221 *et seq.*, the **CONTRACTOR** shall provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds shall be attached to and become a part of this contract. Prior to final payment, **CONTRACTOR** shall provide lien releases from all materials suppliers.

**ARTICLE XXII - OWNERSHIP OF DOCUMENTS**

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations. Maps and models, and other information developed by **CONTRACTOR** under this Contract shall vest in and becomes the property of **APACHE COUNTY** and shall be delivered to **APACHE COUNTY** upon completion or termination of the services, but **CONTRACTOR** may retain record copies thereof.

**ARTICLE XXIII – REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**ARTICLE XXIV – SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**ARTICLE XXV - ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the dates written below.

**CONTRACTOR**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title (Please Print)**

**Date:** \_\_\_\_\_

**Federal ID Number** \_\_\_\_\_

\_\_\_\_\_  
**CHAIRMAN OF THE BOARD OF SUPERVISORS**

**Date:** \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**APACHE COUNTY Clerk**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**APACHE COUNTY Attorney**

**Date:** \_\_\_\_\_

**APPENDIX "A"**

**SCOPE OF SERVICES:** CONTRACTOR shall provide for **APACHE COUNTY** all labor, materials and equipment necessary to perform the work as described in the engineering plans and special provisions for the Project known as **Tsaile Multi-Use Trail Project**

# PAYMENT BOND

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34, CHAPTER 2,  
ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES

**Bond Number:** \_\_\_\_\_

(Penalty of this bond must be 100% of the **CONTRACT** amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_ (hereinafter called the **Principal**), as **Principal**,  
and \_\_\_\_\_, with its  
principal office in **APACHE COUNTY** of \_\_\_\_\_, (hereinafter called the **Surety**), as **Surety**, are held and firmly bound unto the **APACHE COUNTY**, State of Arizona (hereinafter called the **Obligee**), in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said **Principal** and **Surety** bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the **Principal** has entered into a certain written contract with the **Obligee** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, for the **Tsaile Multi-Use Trail Project** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said **Principal** shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title. Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

By: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

**PERFORMANCE BOND**  
**STATUTORY PERFORMANCE BOND PURSUANT TO**  
**TITLE 34, CHAPTER 2, ARTICLE 2,**  
**OF THE ARIZONA REVISED STATUTES**

Bond Number: \_\_\_\_\_

**(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ (hereinafter called the Principal), and \_\_\_\_\_, a corporation organized and existing under the law of the State of \_\_\_\_\_ with its principal office in **APACHE COUNTY** of \_\_\_\_\_ (hereinafter called the Surety), as Surety are held and firmly bound unto the **APACHE COUNTY** (hereinafter called the Obligee), in the State of Arizona in the amount of: \_\_\_\_\_ Dollars(\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, to construct **Tsaile Multi-Use Trail Project**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein. The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

By: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

SURETY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY ADDRESS

By: \_\_\_\_\_

**SETTLEMENT OF CLAIMS**  
**APACHE COUNTY**  
**ST. JOHNS, ARIZONA**  
**CONTRACTOR'S AFFIDAVIT**  
**REGARDING SETTLEMENT OF CLAIMS**

Date \_\_\_\_\_

Project Title: **Tsaile Multi-Use Trail Project**

To **APACHE COUNTY**, Arizona

This letter is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether the **CONTRACTOR**, any subcontractors, supplier or claimant in person, all claims have been duly discharged.

The undersigned, for the consideration of \$ \_\_\_\_\_ as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless **APACHE COUNTY** against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said **APACHE COUNTY** may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installations.

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

STATE OF ARIZONA

County of APACHE

The foregoing instrument was subscribed and sworn to before me this day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_

# Special Provisions

For

Project

AP AAP SL 630 01C

TEA-AAP-0(200) A

## TSAILE MULTI-USE TRAIL

# TRANSPORTATION ENHANCEMENT

### Proposed Work:

The Tsaile Multi-Use Trail will be located within the campus of the Dine' College in Tsaile Arizona. The elevation of Tsaile is 7075 feet above sea level. The 2.37 mile long trail will be constructed following existing natural contours along the path alignment and will consist of an aggregate base course with a crusher fines surface. The trail will be ten feet in width. Construction in this culturally sensitive area will be limited to ten feet on each side of the path center line. Incidentals will include: weed block fabric, drainage culvert installation and seeding.



Expires 3/31/13

**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 (Pub. # 31-088),

Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition and Arizona Supplement to the 2003 edition, September 1, 2004 (Pub. # 31-010),

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

These Special Provisions,

Bidding Schedule,

**Included in the Proposal Pamphlet only:**

Proposal,

Surety (Bid) Bond, 12-1303,

Certification With Respect to the Receipt of Addenda,

Affidavit by contractor certifying that there was no collusion in bidding for contract,

**BID SUBMISSION:**

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

Proposal,

Bidding Schedule,

Surety (Bid) Bond, 12-1303,

Certification With Respect to the Receipt of Addenda, and

Affidavit by contractor certifying that there was no collusion in bidding for contract.

**PROPOSAL GUARANTY:**

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

**CONTRACT DOCUMENTS:**

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

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

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

Statutory Performance Bond, 12-1301, September, 1992

Statutory Payment Bond, 12-1302, September, 1992

Contract Agreement, 12-0912, August, 2000

Certificate of Insurance, 12-0100, June, 1998

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

**COPIES OF PROJECT DOCUMENTS:**

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

<b>Contract Size (Dollars)</b>	<b>Full Size Plans</b>	<b>1/2 Size Plans</b>	<b>Bound Bid Books</b>	<b>Unbound Bid Books</b>
\$0 - \$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](http://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](http://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](http://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:

**2.96** Percent

The percentage of DBE participation shall be based on the total construction cost bid (the "A" amount) only.

## **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](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-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:**

**Right-of-way**

No temporary construction easements have been obtained. All work is to be conducted with in the existing Dine' College Campus boundaries. Trail Construction shall limit the impact to native plants and terrain by keeping within the trail alignment to the greatest extent possible.

**Construction Water**

Permits for Construction Water can be obtained through the Navajo Nation Water Resources Department. Contact information can be found in these special provisions under the heading **Relations with the Navajo Nation**. No additional measurement or payment will be made for obtaining permits or purchasing water. These Costs shall be considered incidental to the contract and shall be included in other items.

### **Environmental Mitigation Measures**

#### Contractor Responsibilities:

- Apply water to the ground during construction to minimize the release of fugitive dust into the air.
- Reseed all areas not used on the site. The seed mixture and the broadcasting methods must follow recommended re-vegetation techniques set forth by the Navajo Agriculture Department.
- Include the Navajo Department of Resources in all Correspondences. All project equipment and personnel shall remain in the project areas – the use of best available construction practices is required to limit impacts to land, water (surface and ground), and biological resources.
- In the event of discovery (“discovery” means any previously unidentified or incorrectly identified cultural resource including but not limited to archeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices), all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7148.

### **RELATIONS WITH THE NAVAJO NATION:**

The project is located on lands controlled by the Navajo Nation which may subject the contractor to the laws and regulations of the Navajo Nation. Contractors shall make themselves aware of any labor requirements, taxes, fees, licenses, permits or conditions that may be imposed by the Navajo Nation on work performed in the area. Questions regarding Navajo-imposed taxes on construction work conducted on the Reservation should be addressed to the Office of Navajo Taxation.

On other projects in this area, the utilization of Native Americans has developed a reservoir of capable, trained workers. The contractor shall contact the Office of Navajo Labor Relations for assistance in hiring such workers. The contractor shall give preference in hiring to as many workers indigenous to the area as can be properly utilized in the processing of the work. The contractor shall provide a manpower projection identifying the type of crafts and trades that it expects to utilize, the approximate date that it expects to start work, and the name of one of its employees to be its contact.

The Navajo Nation has developed a centralized procedure for handling construction staging sites, pits, permits and environmental clearances. Contractors are advised to contact the Division of Natural Resources of the Navajo Nation for assistance in these matters.

Contractors interested in acquiring water for construction use are advised to contact the Navajo Water Code Section for assistance.

The Navajo Nation contact offices are identified as follows:

Labor:	Office of Navajo Labor Relations Phone: (928) 871-6800
Permits:	Division of Natural Resources Phone: (928) 871-6593
Taxes:	Office of Navajo Taxation Phone: (928) 871-6681
Water:	Navajo Water Code Section Phone (928) 729-4132

(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

(101ENGR, 01/31/00)

**SECTION 101 - DEFINITIONS AND TERMS:**

**101.02 Definitions:** the definition of **Engineer** of the Standard Specifications is modified to add:

It is the intent of the Department to utilize **Apache County** to administer this contract.

Except as may be otherwise specified in the agreement between **Apache County** and the Department, the ". . . assistant or other representative duly authorized by the State Engineer to act for him who is responsible for engineering supervision of the construction," as defined herein, shall also mean the duly authorized **Apache County** Engineer.

(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

**(104SWEPA, 6/17/05)**

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

### **104.09 Prevention of Landscape Defacement; Protection of Streams, Lakes and Reservoirs:** of the Standard Specifications is revised to read:

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

The contractor shall give attention to the effect of the contractor's operations upon the landscape, and shall take care to maintain natural surroundings undamaged.

The contractor shall be responsible to implement the requirements of the National Pollutant Discharge Elimination System (NPDES) for erosion control due to storm water runoff during construction, as specified under the Environmental Protection Agency (EPA) General Permit for tribal lands in Arizona, effective July 1, 2003. That document is hereinafter referred to as the NPDES general permit.

Useful information related to stormwater controls and erosion control measures is available in ADOT's "Erosion and Pollution Control Manual," available from Engineering Records, 1655 West Jackson, Room 112F, Phoenix, AZ 85007; Phone (602) 712-7498.

The work shall include providing, installing, maintaining, removing and disposing of erosion control measures such as gravel filter berms, dikes, catch basin inlet protection, end-of-pipe

filtering devices, silt fences, dams, sediment basins, earth berms, netting, geotextile fabrics, slope drains, seeding, stream stabilization, and other erosion control devices or methods. Erosion control measures may be temporary or permanent. The contractor shall also be responsible for the preparation and processing of all documents required in the NPDES general permit.

The plans will include preliminary erosion control measures and additional information to be included in the project's Storm Water Pollution Prevention Plan (SWPPP), as specified in Subsection 104.09(B). The contractor, with input from the Engineer, shall finalize the SWPPP, file a Notice of Intent (NOI), implement the SWPPP, and file a Notice of Termination (NOT), all as described herein.

Except for the NOI, all signatures required of the contractor by the NPDES general permit, including those required for the NOT, SWPPP, and inspection reports, shall be provided by a duly authorized representative of the contractor, as defined in Appendix G, Section 11.B of said permit. Signature of the NOI shall be by a responsible corporate officer, as defined in Appendix G, Section 11.A of the NPDES general permit.

No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP shall be started until the SWPPP has been approved, the NOI's completed and filed in accordance with Subsection 104.09(C), including the specified review time, and the SWPPP implemented.

The contractor shall obtain a copy of the NPDES general permit, and include it with the SWPPP.

Submission of the contractor's NOI shall certify that the contractor and its subcontractors have read and will comply with all provisions of the NPDES general permit.

**(B) Stormwater Pollution Prevention Plan (SWPPP):**

The plans will include descriptions of temporary and permanent erosion control measures, a project description, preliminary site map, inspection schedule, and site-specific diagrams indicating proposed locations where erosion and sediment control devices or pollution control measures may be required during successive construction stages. The plans may also include an initial schedule detailing the proposed sequence of construction and related erosion control measures.

The contractor shall review the preliminary information, including the erosion control features and phasing, and evaluate all SWPPP requirements for adequacy in addressing pollution prevention during construction, and prepare a draft SWPPP for review by the Engineer.

The Department has reviewed the applicable EPA website for Region 9, and contacted the regional TMDL team leader for any information concerning an EPA-established or approved Total Maximum Daily Load (TMDL) for waters in the area of this project. Based on the

review, the Department has determined that no waters located near this project have an EPA-established or approved Total Maximum Daily Load (TMDL). The contractor shall include the Department's information in the draft SWPPP. The contractor may accept this information or make its own assessment of potential TMDL impacts for the project and provide the required information in the draft SWPPP. Should the contractor conduct its own assessment and discover facts that indicate the Department's information may be erroneous, the contractor shall notify the Engineer as soon as possible. Should no assessment from the contractor be provided in the SWPPP, the contractor's signature on the NOI and the finalized SWPPP shall certify that it supports the Department's information regarding TMDLs for the project.

The Department has determined that no Endangered Species will be impacted by this project. The Engineer will provide the contractor with documentation regarding Endangered Species at the time of approval of the contractor's erosion control coordinator. The contractor shall review the information and include the documentation with the draft SWPPP. The contractor may accept this information or make its own assessment of potential impacts on Endangered Species for the project and provide the required information in the draft SWPPP. Should the contractor conduct its own assessment and discover facts that indicate the Department's information may be erroneous, the contractor shall notify the Engineer as soon as possible. Should no assessment from the contractor be provided in the SWPPP, the contractor's signature on the NOI and the finalized SWPPP shall certify that it supports the information regarding Endangered Species for the project.

The contractor shall designate an erosion control coordinator, in accordance with Subsection 104.09(D), to be responsible for finalization and implementation of the SWPPP, as well as all other applicable requirements of the NPDES general permit. The contractor's erosion control coordinator shall be approved as specified in Subsection 104.09(D) before the draft SWPPP can be finalized and submitted to the Engineer. After approval, the contractor shall designate the erosion control coordinator as an authorized representative of the contractor in accordance with Appendix G, Section 11.B of the NPDES General Permit.

The draft SWPPP shall include all information and permit requirements specified in the NPDES general permit, including a general location map and finalized site map; identification of receiving waters and wetlands within one mile of the project; a list of potential pollutant sources; inspection schedule; any onsite or off-site material storage sites; additional or modified stormwater, erosion, and sediment controls; procedures for maintaining temporary and permanent erosion control measures; and a list of the contractor's "good housekeeping practices." The draft SWPPP shall also be consistent with applicable federal, tribal, state, or local programs. The contractor shall coordinate with the Engineer on all such additional information.

The draft SWPPP shall also indicate whether there is a potential to discharge into a municipal separate storm sewer system (MS4), and identify the body of water into which the MS4 storm sewer discharges. The name of the owner/operator of the system shall also be shown.

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

As an example, installation of temporary silt fence concurrently with construction of an embankment area, along the toe of slope, may be appropriate to meet the above requirement until permanent erosion control measures are constructed.

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

The contractor shall give installation of permanent erosion control measures priority over reliance on temporary measures. Permanent erosion control measures and drainage structures shall be installed as soon as possible in the construction sequencing of the project, preferably concurrent with construction of the related sub-area or drainage device. However, except as specified in Part 3, Section 3.13 D of the NPDES general permit and approved by the Engineer, erosion control measures shall be installed no later than 14 calendar days after construction activity has temporarily or permanently ceased for the affected sub-area.

Temporary or permanent sedimentation basins may be required for reducing or eliminating sediment from stormwater runoff. When required, such basins shall be completed before any clearing and grubbing of the site is initiated. The contractor shall evaluate the need and attainability of installing sediment basins as described in the NPDES general permit and, if approved by the Engineer, include the basins into the SWPPP as appropriate. When sedimentation basins are determined to be necessary and feasible, such work will be paid in accordance with Subsection 109.04. The plans may also include sediment basins as part of the preliminary information. No additional payment will be made for such basins, the cost being considered as included in contract items.

The draft SWPPP shall also identify and address erosion control at on-site fueling operations, waste piles, material storage sites, and off-site dedicated asphalt and concrete plants, contractor-use areas, storage areas, and support activity locations which are used solely for the project and are covered by the NPDES general permit. The draft SWPPP shall also accommodate all requirements for the contractor's "good housekeeping" procedures specified in Subsection 104.09(E). In addition, the SWPPP shall specifically identify the erosion control measures proposed by the contractor during any vegetation removal and salvaging phases of the project (such as during timber harvesting or native plant salvaging).

The draft SWPPP shall specify the mechanism whereby revisions may be proposed by the contractor or the Engineer throughout the project and incorporated into the plan, including review and approval procedure. The Engineer and contractor shall jointly approve and sign each revision to the SWPPP before implementation. Any subsequent submittals required by the contractor to revise or update the SWPPP will require at least 48 hours for review.

Contractors and subcontractors responsible for implementing all or portions of the SWPPP shall be listed in the draft SWPPP, along with the measures for which they are responsible. The SWPPP shall also list the names of the construction personnel with day-to-day operational control of those activities necessary to ensure compliance with the SWPPP or other conditions of the NPDES general permit.

The contractor shall submit two copies of the draft SWPPP, including all information specified herein, to the Engineer at the preconstruction conference if possible, but not later than 14 calendar days from the Department's approval of the contractor's Erosion Control Coordinator.

The Engineer will provide the contractor with the following forms at the preconstruction conference:

- Maintenance, inspection, and site-monitoring report forms;
- Other record keeping forms and procedures, as needed; and
- Notice of Intent (NOI) and Notice of Termination (NOT) forms.

Notice of Intent and Notice of Termination blank forms are also available on the internet at [http://cfpub.epa.gov/npdes/doctype.cfm?sort=name&program\\_id=45&document\\_type\\_id=8](http://cfpub.epa.gov/npdes/doctype.cfm?sort=name&program_id=45&document_type_id=8).

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

When agreement has been reached, the Engineer and contractor's authorized representative will sign the finalized SWPPP. The Engineer's signature will constitute approval of the SWPPP. Upon approval of the SWPPP, the Engineer and the contractor shall each file a Notice of Intent (NOI) as specified in Subsection 104.09(C). At this time the Engineer will also provide a copy of the Department's NOI to the contractor.

After the time period specified in Subsection 104.09(C), the contractor shall implement the requirements of the SWPPP. No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been approved, the NOI's completed and filed in accordance with Subsection 104.09(C), including the specified review time, and the SWPPP implemented.

The contractor shall maintain all related erosion control elements in proper working order throughout the project. Work under this section also includes inspections, record-keeping, and implementation of "good housekeeping" practices, all as described herein.

The approved SWPPP shall be updated whenever a change in design, construction method, operation, maintenance procedure, or other activity may cause a significant effect on the discharge of pollutants to surface waters, or when a change is proposed to the personnel responsible for implementing any portion of the SWPPP. The SWPPP shall also be amended if inspections indicate that the SWPPP is ineffective in eliminating or

significantly reducing pollutants in the discharges from the construction site. All necessary modifications to the SWPPP shall be made within seven calendar days following the inspection that revealed the deficiency.

The contractor's erosion control coordinator shall maintain the signed SWPPP, a copy of the NPDES general permit, signed NOI, acknowledgement letter(s) from the EPA, completed inspection forms, and other NPDES records in a three-ring binder. The erosion control coordinator shall maintain a current copy of the SWPPP, including all associated records and forms, at the job site from the time construction begins until completion of the project. The SWPPP shall be available for public inspection and for use by the Engineer. The erosion control coordinator shall provide copies of any or all of such documents to the Engineer upon request. When requested, such copies shall be provided within three working days of the request.

The SWPPP (including inspection reports) and all data used to complete the NOI and NOT shall be provided to the Department at the completion of the project. The contractor shall retain its own records for a period of at least three years from the filing of the contractor's NOT.

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

The contractor shall provide copies of the SWPPP upon request to the EPA, U.S. Fish and Wildlife Service, affected local agencies, or operators of affected municipal separate storm sewer systems.

**(C) Notice of Intent (NOI):**

After the project Storm Water Pollution Prevention Plan (SWPPP) has been approved, the Engineer and contractor will each complete separate Notice-of-Intent (NOI) forms for the project. The NOI submitted by the contractor includes a certification statement which must be signed and dated by an authorized representative of the contractor, as defined in Appendix G, Section 11 of the NPDES General Permit, and include the name and title of that authorized representative. The NOIs shall be submitted to the EPA at one of the following addresses.

For Regular U.S. Mail Delivery:  
EPA Storm Water Notice Processing Center  
Mail Code 4203M  
U.S. EPA  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

For Overnight/Express Mail Delivery:  
EPA Storm Water Notice Processing Center  
Room 7420  
U.S. EPA  
1201 Constitution Avenue, NW  
Washington, DC 20004

The contractor will be authorized to begin implementation of the approved SWPPP seven calendar days after acknowledgement of receipt of both NOIs is posted on EPA's NPDES website at <http://www.epa.gov/npdes/stormwater/cgp>, and a copy of the contractor's approved NOI, available from the EPA website and indicating an active status, has been provided to the Engineer, unless notified by EPA that additional information, regarding

Endangered Species or other issues, is required. Should additional information be required, the contractor is not authorized to begin SWPPP-related work until notice of eligibility is received from the EPA.

NOIs which are not accurate and fully completed will not be posted on the EPA website. No work shall be performed on any project elements affected by the SWPPP until both NOIs have been posted on the EPA website, the seven calendar-day waiting period has elapsed, and a copy of the contractor's approved NOI has been provided to the Engineer, as specified above.

The EPA is also developing a system for electronic submittal of NOIs (eNOI). When available, electronic submittals may be made in accordance with the procedures to be detailed at [www.epa.gov/npdes/stormwater/cgp](http://www.epa.gov/npdes/stormwater/cgp); however the seven calendar-day waiting period shall still apply.

No adjustments to the contract time or costs will be made for the seven calendar-day review period specified above. If the EPA approval process requires more than seven calendar days, the contractor may seek, and the Engineer may grant, a non-compensable extension of time in accordance with the terms of Subsection 108.08. The time extension shall not exceed 14 calendar days.

In addition, for submittals of NOIs through one of the mail options, a notification letter from the EPA Storm Water Notice Processing Center will also be sent acknowledging receipt of the complete NOIs. For NOIs submitted electronically, a return e-mail will be sent. The contractor shall keep all such acknowledgments with the approved SWPPP, as specified in Subsection 104.09(B).

The contractor shall post a sign or other notice near the entrance to the construction site containing completed copies of both NOIs and other information as required in the NPDES general permit.

For projects located on the White Mountain Apache Reservation, copies of both NOIs shall also be submitted to:

Tribal Environmental Planning Office  
P.O. Box 2109  
Whiteriver, AZ 85941

If there is a potential to discharge into a municipal separate storm sewer system (MS4), the NOI shall identify the waterbody into which that portion of the storm sewer discharges.

**(D) Contractor's Erosion and Pollution Control Coordinator:**

**(1) General Requirements:**

The contractor shall designate a competent person as the contractor's erosion and pollution control coordinator (referred to elsewhere herein as erosion control coordinator) responsible for finalizing the draft SWPPP from the preliminary information included with the plans. The

erosion control coordinator shall also be responsible for implementing, monitoring, and revising the approved SWPPP throughout the project, for making the required inspections, and for implementing any other permit requirements stipulated in the NPDES general permit. The person shall be knowledgeable in the principles and practice of erosion and sediment controls, and possess the skills to assess conditions at the site that could impact stormwater quality and the effectiveness of the contractor's erosion control measures used to control the quality of the stormwater discharges.

Stormwater runoff from construction activities may contaminate adjacent bodies of water, or otherwise exceed water quality standards, and result in possible major civil and/or criminal penalties. Therefore the Engineer will closely consider the qualifications of the contractor's erosion control coordinator. The contractor shall not assume that the person proposed as erosion control coordinator will be acceptable to the Department merely because the experience and education requirements listed herein have been met.

The contractor bears all risks and liabilities for the failure of its erosion control coordinator to properly implement the requirements of the NPDES general permit.

The person shall be capable of identifying existing and predictable effects of the contractor's operations, and shall have complete authority to direct the contractor's personnel and equipment to implement the requirements described herein, including prompt placement of corrective measures to minimize or eliminate pollution and damage to downstream watercourses. The erosion control coordinator shall also be familiar with procedures and practices identified in the SWPPP, and shall ensure that emergency procedures are up to date and available at project sites.

The erosion control coordinator shall at all times be aware of the contractor's work activities, schedule, and effect of the work on the environment, and shall, at any time, be accessible to direct the contractor's personnel to replace or repair erosion control measures as necessary. Should the erosion control coordinator not be present at the project site on a full-time basis, the contractor shall establish procedures to ensure that its erosion control coordinator is promptly notified of any damage or displacement of the required erosion control measures, whether from construction, vandalism, or other causes. In addition, the contractor shall provide the Engineer with a phone number through which the erosion control coordinator can be contacted at any time, 24 hours a day, seven days a week, including holidays. The erosion control coordinator must be present at the jobsite within 24 hours of such call being placed.

The erosion control coordinator shall also be aware of and comply with all requirements of the NPDES general permit to address discharges at the site associated with the contractor's activities other than construction, including contractor staging areas, and other potential pollutant and off-site material storage and borrow areas.

Failure of the contractor to properly maintain the erosion control measures required in the approved SWPPP will be cause for the Engineer to reject the erosion control coordinator and issue a stop work order, as specified in Subsection 104.09(G).

**(2) Certification Requirements:**

The proposed erosion control coordinator shall have successfully completed the two-day (16 hour) "Erosion Control Coordinator" training class provided by the Associated General Contractors (Arizona Chapter), phone (602) 252-3926. In addition, the proposed erosion control coordinator shall have documented experience equal to a minimum of one year from either of the following two categories:

- (a) Experience in the development and implementation of Stormwater Pollution Prevention Plans (SWPPP's), as specified in the NPDES general permit referenced herein, or the Arizona Pollutant Discharge Elimination System (AZPDES) for highway construction projects. The proposed erosion control coordinator's experience shall demonstrate full-time responsibility for directly supervising construction personnel in the installation, monitoring, and maintenance of erosion control items.
- (b) Experience in re-vegetation or restoration of disturbed areas in environments similar to those on the project. Experience in temporary or permanent stabilization of disturbed areas will also be considered. The proposed erosion control coordinator's experience shall demonstrate full-time responsibility for directly supervising personnel in temporary or permanent re-vegetation or restoration of disturbed areas.

The contractor's documentation shall provide details indicating the types of relevant experience, and shall provide the number of months of each type of experience to be considered for approval. Documentation shall also indicate that the proposed erosion control coordinator has completed the "Erosion Control Coordinator" training class prior to consideration for approval.

**(3) Acceptance:**

The contractor shall submit documentation indicating the qualifications of the proposed erosion control coordinator to the Engineer for approval within seven calendar days of the notice of award of the contract. The Engineer will review the proposed candidate's information within seven calendar days. The contractor may begin development of the draft SWPPP from the preliminary information included with the plans prior to approval of the erosion control coordinator. However no clearing, grubbing, earthwork, or other work elements that, in the opinion of the Engineer, may be subject to the requirements of the NPDES general permit shall be started until the erosion control coordinator has been approved, the SWPPP finalized and implemented, and the NOI's completed and filed, all as specified herein.

**(E) "Good Housekeeping" Practices and Requirements:**

The SWPPP shall also specify the contractor's "good housekeeping" practices and requirements, including vehicle wash-down areas, onsite and off-site tracking control, protection of equipment storage and maintenance areas, methods to minimize generation of dust, and sweeping of highways and roadways related to hauling activities. The contractor

shall show each planned location of service and refueling areas on the SWPPP's site map. Changes to the contractor's "good housekeeping" practices that are related to construction phasing shall also be shown on the SWPPP.

The contractor shall take aggressive actions, considering all conditions, to prevent pollution of streams, lakes, and reservoirs with fuels, oil, bitumens, calcium chloride, fresh Portland cement, fresh Portland cement concrete, raw sewage, muddy water, chemicals or other harmful materials. None of these materials shall be discharged into any channels leading to streams, lakes or reservoirs. The SWPPP shall include the implementation of spill prevention and material management controls and practices to prevent the release of pollutants into stormwater. The SWPPP shall also provide storage procedures for chemicals and construction materials; disposal procedures; cleanup procedures; the contractor's plans for handling such pollutants; and other pollution prevention measures as required.

Machinery service and refueling areas shall be located away from streambeds or washes, and in a manner which prevents discharges into streams or washes.

Waste materials from blasting, including explosives containers, shall be disposed of off-site in accordance with applicable federal regulations. Other waste materials, such as used cans, oils, machine and equipment parts, paint, hazardous materials, plastic and rubber parts, discarded metals, and building materials, shall be removed from the construction site and disposed of according to applicable state and federal regulations.

Where the contractor's working area encroaches on a running or intermittent stream, barriers shall be constructed and maintained between the working areas and the stream bed adequate to prevent the discharge of any contaminants. The SWPPP shall identify the location of streams that may be affected and the specific types of barriers proposed for protecting these resources.

Unless otherwise approved in writing by the Engineer, fording of running streams with construction equipment will not be permitted; therefore, temporary bridges or other structures shall be used whenever an appreciable number of crossings is necessary.

Temporary bridges or other structures proposed by the contractor shall be designed to accommodate the ten-year storm event if to remain in place for up to a one-year period. If a structure is planned to remain in place for longer than one year, the hydraulic conveyance may be subject to more stringent requirements. The contractor shall be responsible for all permits, authorizations, and environmental clearances that may be necessary to approve the use of such structures. The contractor shall submit the design and all required documentation to the Engineer for approval. The contractor is advised that the review and approval process for such structures could be lengthy. Unless otherwise provided for in the contract, the contractor shall be responsible for all costs associated with the design and construction of such structures. Also, no extension of contract time will be allowed for any review and approval periods, or for the time required to construct temporary bridges.

Mechanical equipment shall not be operated in running streams.

Material which is to be stockpiled or disposed of off-site shall be in accordance with Subsection 107.11.

Streams, lakes and reservoirs shall be cleared of all falsework, piling, debris or other obstructions resulting from the contractor's activities, inadvertently placed thereby or resulting from construction operations, within 24 hours from the time the obstruction was observed.

Spill prevention, containment and counter-measures shall be included in the SWPPP if the volume of project-site fuel in a single container exceeds 660 gallons, or if the total fuel storage volume at any one site exceeds 1,320 gallons.

In the event of a spill of a hazardous material, the contractor shall follow the provisions of Subsection 107.07. In addition, the erosion control coordinator shall notify the National Response Center (NRC) at 800-424-8802 as soon as the discharge is noted, and modify the SWPPP as necessary within 7 calendar days of the discharge. The SWPPP shall be modified to include a description of the release, the circumstances leading to the release, and the date of the release.

The contractor shall assist in any efforts to clean up hazardous material spills, as directed by the Engineer or other authorities. Soil contaminated from spills shall be disposed of according to applicable state and federal regulations.

**(F) Inspections:**

**(1) General:**

The Engineer and the erosion control coordinator shall inspect the project at least every 14 calendar days, and also within 24 hours after any storm event of 0.50 inches or more. The inspections shall include disturbed areas that have been temporarily stabilized, areas used for storage of materials, locations where vehicles enter or exit the site, and all of the erosion and sediment controls included in the SWPPP. The contractor shall monitor rainfall on the site with a commercially manufactured rain gauge accurate to within 0.10 inches of rain. Rainfall records shall be submitted to the Engineer on a weekly basis.

For each inspection, the contractor's erosion control coordinator shall document the inspections and sign the report as specified in the NPDES general permit. Copies of the completed reports shall be retained with the SWPPP for at least three years from the date of filing of the project Notice of Termination (NOT). The contractor shall also provide a copy of the report to the Engineer following each inspection.

All inspections shall be made jointly with the Engineer.

**(2) Adjustments:**

When deficiencies are noted during scheduled inspections, the contractor shall take immediate steps to make the required corrections as soon as practical. Deficiencies shall be fully corrected, to the satisfaction of the Engineer, within four calendar days or by the

next anticipated storm event, whichever is sooner. Deficiencies noted between designated inspections shall be corrected within the time period directed by the Engineer, but not later than four calendar days after observation.

Direct inflows of sediment into a watercourse shall be corrected by the end of the same day or work shift in which the inflow was observed.

In accordance with Subsection 104.09(G), failure to implement adjustments within the specified time periods may be cause for the Engineer to reject the contractor's erosion control coordinator and issue a stop work order for the affected portions of the project.

**(G) Non-Compliance:**

The Engineer may reject the contractor's erosion control coordinator if, in the opinion of the Engineer, the conditions of the NPDES general permit or the approved SWPPP are not being fulfilled. Rejection of the contractor's erosion control coordinator shall be for failure to complete any of the following:

- (1) Should the Engineer determine that the SWPPP is not being properly implemented, the contractor will be notified in writing of such deficiencies. The contractor's erosion control coordinator shall fully implement, to the satisfaction of the Engineer, the requirements of the approved SWPPP within three working days.
- (2) Should any corrective measures required in Subsection 104.09(F)(2) not be completed within the time periods specified therein, the Engineer will notify the contractor in writing. The contractor's erosion control coordinator shall complete all required corrective measures within two calendar days of such notification, except that direct inflows of sediment into a watercourse shall be corrected within 24 hours.
- (3) Should the Engineer determine that routine maintenance of the project's erosion control measures is not being adequately performed, the contractor will be notified in writing. Within three working days, the contractor's erosion control coordinator shall demonstrate, to the satisfaction of the Engineer, that such steps have been taken to correct the problem.

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

**(H) Record of Major Construction And Erosion Control Measures:**

The contractor shall keep records of the major construction activities, including the erosion control measures associated with these activities. In particular, the contractor shall keep a record of the following activities:

- The dates when major grading activities (including clearing and grubbing, excavation and embankment construction) occur in a particular area or portion of the site.
- The dates when construction activities cease in an area, temporarily or permanently.
- The dates when an area is stabilized, temporarily or permanently.

Such information shall be noted within two working days of the occurrence of any of the listed activities, and a copy of the report shall be included in the SWPPP. The contractor shall also provide one copy of such records, and any subsequent up-dated information, to the Engineer within three working days of completion or amendment of the report.

**(I) Notice of Termination (NOT):**

Upon final acceptance by the Engineer in accordance with Subsection 105.20, and as specified herein, the contractor shall complete and mail a Notice-of-Termination (NOT) for the project to one of the addresses shown below. The NOT submitted by the contractor includes a certification statement which must be signed and dated by an authorized representative of the contractor, as defined in Appendix G, Section 11 of the NPDES General Permit, and include the name and title of that authorized representative.

For Regular U.S. Mail Delivery:  
EPA Storm Water Notice Processing Center  
Mail Code 4203M  
U.S. EPA  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

For Overnight/Express Mail Delivery:  
EPA Storm Water Notice Processing Center  
Room 7420  
U.S. EPA  
1201 Constitution Avenue, NW  
Washington, DC 20004

When available, NOTs may also be submitted using EPA's electronic NOT system, to be detailed at [www.epa.gov/npdes/stormwater/cgp](http://www.epa.gov/npdes/stormwater/cgp).

The contractor shall also provide one copy to the Engineer.

When the approved SWPPP includes the use of Class II seeding as an erosion control measure, seeded areas shall be maintained for 45 calendar days, as specified in the special provisions, and approved by the Engineer before the contractor's NOT can be submitted. Seeding, when used in the SWPPP as an erosion control measure, will not be considered as part of any Landscape Establishment Phase that may be included with the project.

**(J) Measurement and Payment:**

Measurement and payment for work specified in the SWPPP will be made in accordance with the requirements of Section 810. Erosion control and pollution prevention work

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

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

No measurement or payment will be made to the contractor for time spent in preparing, reviewing, and revising the Storm Water Pollution Prevention Plan (SWPPP), or providing other required documentation, the cost being considered as included in the price of contract items. No measurement or payment will be made for inspections, the contractor's erosion control coordinator, or the contractor's "good housekeeping" practices and requirements, the costs being considered as included in contract items.

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

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

The contractor shall implement the requirements of the National Pollutant Discharge Elimination System (NPDES) for erosion control due to storm water runoff during construction, as specified above in Subsection 104.09, Prevention of Landscape Defacement; Protection of Streams, Lakes, and Reservoirs.

Until final written acceptance of the project by the Engineer, the contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the nonexecution of the work. The contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance. No reimbursement shall be made for work necessary due to the contractor's failure to comply with the requirements of the SWPPP.

Except as specifically provided under Subsection 104.04, in case of suspension of work from any cause whatever, the contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and provide for normal drainage. The contractor shall also erect any necessary temporary structures, signs or other facilities. During such period of suspension of work, the contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings and soddings, furnished under its contract and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**(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.

**(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.

**(106DMAT, 2/15/11)**

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

**106.15 Domestic Materials and Products:**

Cement used on this project may be foreign or domestic. Certificates of Compliance and Certificates of Analysis for cement shall conform to the requirements of Subsection 106.05, and shall additionally identify whether the cement is foreign or domestic.

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.

**(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.			

(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 In Maricopa County (602) 263-1100

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:

**HOLBROOK DISTRICT**

(928) 524-5455 2407 E. Navajo Blvd.  
(928) 524-5400 Holbrook, AZ 86025

**SECTION 108 - PROSECUTION AND PROGRESS:**

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

Construction Phase:

The time allowed for the completion of the work included in the Construction Phase of the contract will be **30** calendar days.

**(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**.

**(109FUEL, 12/23/09)**

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

**109.12 Fuel Cost Adjustment:**

**(A) General:**

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

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

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

**(B) Measurement:**

The base index price of fuel will be determined by the Department from the selling prices of diesel fuel published by OPIS (Oil Price Information Service). The base index price to be used will be the price for Diesel fuel No. 2, Ultra Low Sulfur, PAD 5, City of Phoenix Rack. The reported average value for the Phoenix area will be used.

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

This price will be made known by means of a memorandum issued on the last Wednesday of each month and mailed to those currently receiving copies of the Advertisements for Bids. This price may also be obtained from Contracts and Specifications Services at (602) 712-7221.

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

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

The number of gallons of diesel fuel used per month will be considered to equal 1.5 percent of the dollar amount of work reported by the contractor for each month. Such dollar amount will not include incentives earned by the contractor for pavement smoothness, thickness, or

strength for Portland cement concrete pavements; for pavement smoothness or quality lots for asphaltic concrete pavements; for any other revenue derived from quality incentives; or for revenue accrued in the previous month for bituminous material cost fluctuations or diesel fuel price adjustments.

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

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

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

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

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

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

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

**(C) Payment:**

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

**(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.

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

**(203ERWK, 03/23/10)**

### **SECTION 203 EARTHWORK:**

**203-5.03(B)(4) Compaction of Backfill:** the first paragraph of the Standard Specifications is revised to read:

Each layer of structure backfill material shall be compacted to at least 100 percent of the maximum density as determined in accordance with the requirements of the applicable test methods of the ADOT Materials Testing Manual, as directed and approved by the Engineer.

**(303QCAB, 07/15/05)**

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

#### **303-2.01 Materials:**

The aggregate base and crushed fine aggregate materials used shall consist of a basaltic rock with a dark gray or black coloring. The aggregates shall have a bulk specific gravity in the range of 2.35-2.85.

#### **303-3.04 Contractor Quality Control:**

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

- (a) Aggregate production, including crusher methods, pit extraction, and washing.
- (b) Stockpile management, including stacking methods, separation technique, stockpile pad thickness, and segregation prevention.

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

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

<b>CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS</b>			
<b>TYPE OF TEST</b>	<b>TEST METHOD</b>	<b>SAMPLING POINT</b>	<b>MINIMUM TESTING FREQUENCY</b>
<b>Aggregate Base Class 1, 2, or 3</b>			
Fractured Coarse Aggregate Particles	ARIZ 212	Crusher belt or Stockpile	1 per 1,200 CY
Gradation	ARIZ 201	Crusher belt or Stockpile	1 per 600 CY
PI	<b>AASHTO T 89</b> AASHTO T 90		
<b>Proctor Density</b>	ARIZ 225	Crusher belt or Stockpile	1 per Source and as needed
	<b>ARIZ 226</b>		
	<b>ARIZ 245</b>		
<b>Field Density</b>	ARIZ 227	Roadway	1 per 600 CY
	ARIZ 230		
	<b>ARIZ 232</b>		
	ARIZ 235		
	<b>ARIZ 246</b>		
<b>Aggregate Subbase Class 4, 5, or 6</b>			

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

(501PIPE, 10/17/08)

**SECTION 501 PIPE CULVERT AND STORM DRAINS:**

**501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe:** the title and text of the Standard Specifications are revised to read:

**501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe and Steel Reinforced High Density Thermoplastic Ribbed Pipe:**

Corrugated high density polyethylene plastic pipe and steel reinforced high density thermoplastic ribbed pipe shall be assembled and installed in accordance with the manufacturer's instructions.

Watertight joints, unless otherwise specified, will not be required for storm drains, culverts, or other drainage pipes. However, joints for these pipes shall be water resistant. Watertight joints shall be provided for siphon and irrigation pipe installations.

Watertight and water resistant joints shall conform to the requirements of Subsection 1010-8.

Tracer wire for magnetic detection shall be placed in accordance with the requirements of Subsection 104.15.

Special care shall be taken in the handling and installation of corrugated high density polyethylene plastic pipe and fittings and steel reinforced high density thermoplastic ribbed pipe and fittings to prevent damage and to assure that proper line and pipe grade are maintained throughout the backfilling operation.

When end sections for either pipe are called for on the plans, the contractor shall use metal safety end sections unless otherwise specified.

**(701PDMPT, 02/25/10)**

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

**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.

**701-5.01 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.

**(805SEED, 03/22/10)**

**ITEM 8050003 - SEEDING (CLASS II):**

**1.0 Description:**

The work under this item shall consist of furnishing all materials, preparing the soil, applying Class II seed, and establishing the seeded areas.

Areas to be seeded are those disturbed or un-vegetated areas listed herein, shown on the plans, called for in the contractor's erosion control plan, or designated by the Engineer.

Seeding may be included as part of a landscape project as specified in Section 807, or used for erosion control as part of a Storm Water Pollution Prevention Plan (SWPPP) as specified in Subsection 104.09 of the specifications, or both.

In either case, seeding shall be accomplished in two stages. The first stage shall consist of tillage; furnishing and applying compost, chemical fertilizer, and sulfur; furnishing and planting the contract-specified seed mix; and furnishing, applying and affixing final mulch cover. The second stage, beginning after the first stage has been accepted by the Engineer, shall be a 45 calendar-day period during which time the contractor shall be responsible for maintaining and stabilizing the seeded and mulched areas, and restoring damaged or eroded areas.

Seeding used as part of a SWPPP shall be completed, including the 45 calendar-day maintenance period, before the end of the contract time, or sooner as required in the SWPPP. Seeding used as part of a landscape project shall be completed, including the 45 calendar-day maintenance period, before the end of the Construction Phase. When seeding is part of a landscape project, the maintenance activities described herein shall be in addition to the work specified in Section 807 for landscape establishment. No time extension will be granted for seeding not completed as specified herein, including the 45 calendar-day maintenance period, before the end of the contract time or Construction Phase as applicable.

## **2.0 Materials:**

### **2.01 General:**

Appropriate documentation, as specified below, shall be submitted to the Engineer a minimum of 30 calendar days before the start of a scheduled seeding activity. No materials shall be delivered to the site until the documentation has been approved by the Engineer.

Unless otherwise specified, Certificates of Compliance conforming to the requirements of Subsection 106.05 of the specifications shall be provided for all materials.

The contractor shall also provide test from accredited laboratories for all materials, as specified herein. Should the contractor perform its own testing, such test results shall also be provided to the Engineer.

### **2.02 Seed:**

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

The species, variety, and strain of seed (designated elsewhere herein as contract-specified seed) shall be as shown on the plans or as specified herein. The contract-specified seed shall be obtained from seed suppliers through harvesting of wildland collections, or field-grown seeds grown prior to or during the contract period.

Within 30 calendar days after the award of contract, the contractor shall submit the name of the seeding subcontractor to be used, along with written confirmation from seed suppliers

and collectors, on their letterhead, that the source(s) for the contract-specified seed has been secured. If any of the contract-specified seed is expected to be unavailable prior to the time specified for seeding, in accordance with Subsection 2.02(B) below, the contractor shall notify the Engineer at this same time.

The seed shall be delivered to the project site unmixed in standard, sealed, undamaged containers for each seed species. Each container shall be labeled in accordance with the appropriate provisions of the Arizona Revised Statutes and the U.S. Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, the date of analysis which shall not be more than nine months prior to the delivery date, and testing information. A Certificate of Analysis from an accredited seed-testing laboratory, and conforming to Subsection 106.05 of the specifications, shall accompany each container of seed.

Unless otherwise approved by the Engineer, weed content of the contract-specified seed mix shall not exceed 0.5 percent.

The contractor shall provide all seed tag labels to the Engineer. No payment will be made for seed unless tag labels from all seed to be used on the project have been submitted as specified.

The contractor shall store seed under dry conditions, at temperatures of between 35 °F and 120 °F, and out of direct sunlight. Prior to using the seed, the contractor shall provide a certification letter to the Engineer that the seed was stored as specified herein.

Legume seed shall be inoculated with appropriate bacteria cultures approved by the Engineer, in accordance with the culture manufacturer's instructions.

Tetrazolium staining shall be acceptable to test for germination and hard seed. Cut or fill testing will not be allowed. As directed by the Engineer, seeds with an expiration date past the acceptable test date or not meeting the specified conditions for storage shall be retested by the contractor. The Engineer may perform random sampling of seeds throughout the project. Mixing of the specified seed at the project site shall be under the supervision of the Engineer.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the percent germination of seeds, including hard or dormant seeds, by the percent purity.

Seed mix species and the Pure Live Seed (PLS) rates are shown in Table 1 below:

Soil is composed of loam, sand; sandy loam and gravel, the seed mixture to be used in the Northern Desert of the Navajo reservation are listed in the table below. The prescribed seed mixture is recommended by Navajo Department of Agriculture.

<b>TABLE 1</b>			
<b>SEED MIX</b>			
Botanical Name	Common Name	PLS Rate (Pounds Per Acre)	Per Pound Value for Substitution (see text)
Alkali Sacaton	Native	2.0	
Galleta	Viva	2.0	
Indian Ricegrass	Paloma	2.0	
Western Wheatgrass	Arriba	3.0	
Crested Wheatgrass	Ephraim	3.0	
Scarlet Globemallow		.5	
<b>TOTAL PLS/ACRE</b>		<b>12.5</b>	

**(B) Seed Substitution:**

No substitution of the contract-specified seed will be allowed unless evidence is submitted documenting that the contractor has made a diligent effort to obtain the contract-specified seed from either seed suppliers or collectors, and that the contract-specified seed will not become available prior to the time specified for seeding in the contractor’s approved construction schedule.

The contractor may also request a substitution if the lowest price available for the contract-specified seed is greater than 2.0 times the value shown in Table 1. The contractor shall provide documentation from a minimum of three seed suppliers or collectors supporting such request. Documentation shall include copies of the invoices from each supplier or collector. Only those invoices obtained within three weeks of the time specified for seeding in the contractor’s approved construction schedule will be acceptable.

Should a substitution of the contract-specified seed be requested for one of the two reasons specified above, and the contractor’s documentation is approved by the Engineer, the Department’s Roadside Development Section will specify an alternate seed within five working days of the Engineer’s approval of the contractor’s documentation. The alternate seed will only be allowed when there is an insufficient quantity of the contract-specified seed, as determined in the previous two paragraphs, for the areas to be seeded as called for herein or as required for erosion control. The contractor shall obtain and apply the alternate seed, as required, to all such remaining areas. Unless otherwise approved by the Engineer, the approved alternate seed will only be allowed until such time that contract-specified seed meeting the availability and price requirements specified herein can be provided.

For each pound of contract-specified seed not provided by the contractor, the value indicated in Table 1 will be deducted from the contract amount. The price per pound for the alternate seed selected by the Department, as specified above, will be determined in accordance with Subsection 109.04(D)(2) of the specifications. No additional adjustments will be made for substituting the alternate seed, the costs being considered as included in the contract item for seeding.

No payment will be made for areas seeded with unapproved seed.

**2.03 Tacking Agent:**

Tacking agent shall be a naturally occurring organic compound, and shall be non-toxic. The tacking agent shall be a product typically used for binding soil and mulch in seeding or erosion control operations. Approved types shall consist of mucilage or gum by dry weight as active ingredient obtained from guar or plantago. The tacking agent shall be labeled indicating the type and mucilage purity.

The contractor shall have the tacking agent swell volume tested by an approved testing laboratory using the USP method. The standard swell volume shall be considered as 30 milliliters per gram. Material shall have a swell volume of at least 24 milliliters per gram. Certified laboratory test results for homogenous consistency shall be furnished to the Engineer for each shipment of tacking agent to be used on project areas. Tacking agent rates shall be adjusted to compensate for swell volume variation. Material tested with lesser swell volume shall have the tacking agent rate increased by the same percentage of decrease in swell volume from the standard 30 milliliters per gram. Material tested with greater volume may reduce tacking agent rates by the same percentage of increase in swell volume from the standard 30 milliliters per gram. Tacking agent shall be pure material without other starches, bentonite, or other compounds that would alter the swell volume test results of mucilage, or the effectiveness of the tacking.

**2.04 Thermally-Refined Wood Fiber:**

Wood cellulose fiber mulch shall conform to the requirements of Subsection 805-2.03 of the Standard Specifications, except as modified herein, and shall be from thermo-mechanically processed wood, processed to contain no growth germination inhibiting factors. The mulch shall be from virgin wood manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form homogenous slurry. Paper products will not be considered as virgin wood. The thermally-refined wood fiber mulch shall have the properties shown in Table 2 below:

<b>TABLE 2</b>	
Virgin Wood Cellulose Fiber	90% min.
Recycled Cellulose Fiber	10% max.
Ash Content	0.8% +/-0.3%
pH	4.5 +/-1.0
Water Holding Capacity	10:1 (water:fiber) Min.

**2.05 Straw Mulch:**

**(A) General:**

Straw mulch shall conform to the requirements of Subsection 805-2.03 of the Standard Specifications, except as modified herein, and shall be from the current season's crop. A

letter of certification from the supplier shall be required stating that the straw was baled less than 12 months from the delivery date.

All straw, including hydraulically applied straw, shall be free from noxious weeds in compliance with the standards and procedures of the North American Weed Management Association (NAWMA) or the Arizona Crop Improvement Association (ACIA). The contractor shall provide documentation, including a transit certificate, and appropriate labels and/or marking twine, from the ACIA or NAWMA that straw materials to be used for mulch are free of noxious weeds. The straw shall be accompanied by the certification, labels and/or marking twine at the time of delivery to the project site. Straw delivered to the project without such information will be rejected, and promptly removed from the project.

Rye straw and oat straw will not be acceptable.

**(B) Straw Mulch for Hydraulic Application:**

Hydraulically applied straw mulch shall be wheat or rice straw processed to various particle sizes, mixed with water and tacking material, and applied as a non-clogging slurry using a hydro-seeder. A minimum of 70 percent of the wheat or rice straw in the mix shall be not less than 1/2 inch ± 1/4 inch in length. Straw particles may be longer provided that the particles can be used with the selected hydro-seeder without clogging. Hydraulically applied straw mulch, as furnished by the manufacturer, may contain up to 10 percent paper or cotton materials in dry weight, as well as 5 to 20 percent of wood fiber in dry weight. The combined dry weight percentage of paper, cotton, and wood fiber materials together shall be not less than 15 percent nor more than 30 percent of the hydraulically applied straw mulch.

Hydraulically applied straw mulch material from the following sources shall be acceptable:

Hydra Matrick  
North American Green  
5401 St Wendel-Cynthia Road  
Poseyville, IN 47633  
Phone: 1-800-772-4297

Hydro Straw  
Hydrostraw LLC  
3676 W 9000 N Road  
Manteno, IL 60950  
Phone: 1-800-545-1755

Shot Straw  
Rio Ranches LLC  
PO Box 156  
Palo Verde, AZ 85343  
Phone: 602-680-8320

DuraBlend 361  
PrimeOne Products LLC  
PO Box 30816  
Spokane, WA 99223  
Phone: 509-981-8555

**2.06 Chemical Fertilizer and Sulfur:**

Chemical fertilizer shall conform to the requirements of Subsection 805-2.06 of the specifications and shall be the kind hereafter specified. Fertilizer shall be composed of a

mixture of one part sulfur-coated urea 25-4-8, one part monammonium phosphate 11-52-0, and one part methylene urea 38-0-0. The sulfur-coated urea, a blended fertilizer 25-4-8, shall have approximately 80 percent of the nitrogen defined as slow release, and contain 5 percent Iron, 10 percent sulfur and trace amounts of zinc and manganese. The result shall be a 24-18-2 chemical blended fertilizer, as specified herein.

In addition to the fertilizer mixture, agricultural sulfur compounds, comprised of between 80 percent and 96 percent sulfur, shall be applied at the rate specified in Section 3.02.

**2.07 Water:**

Water shall be free of oil, acid, salts or other substances which are harmful to plants. The source shall be as approved by the Engineer prior to use.

**2.08 Compost:**

Compost shall consist of composted organic vegetative materials. Prior to being furnished on the project, compost mulch samples shall be tested for the specified microbiological and nutrient conditions, including maturity and stability, by a testing laboratory approved for testing of organic materials. Such testing shall have been performed within six months of time the compost is to be furnished to the project. Written test results shall be submitted to the Engineer for approval.

Compost material shall be dark brown in color with the parent material composted and no longer visible. The structure shall be a mixture of fine and medium size particles and humus crumbs. The maximum particle size shall be within the capacity of the contractor's equipment for application to the constructed slopes. The odor shall be that of rich humus with no ammonia or anaerobic odors.

Compost shall also meet the requirements of Table 3:

Cation Exchange Capacity (CEC)	Greater than 50 meq/100 g
Carbon: Nitrogen Ratio	Less than 20:1
pH (of extract)	6.0 – 8.5
Organic Matter Content	Greater than 25%
Total Nitrogen (not added)	Greater than 1%
Humic Acid	Greater than 5%
Maturity Index	Greater than 50% on Maturity Index at a 10:1 ratio
Stability	Less than 100 mg O <sup>2</sup> /Kg compost dry solids – hour

**2.09 Soil Conditioners:**

Soil conditioners, when required, will be as shown in the Special Provisions.

### **3.0 Construction Requirements:**

#### **3.01 General:**

##### **(A) Seeding Operations:**

At least two weeks prior to beginning seeding, the contractor shall complete and submit a batch mix and seed application form to the Engineer for approval. The batch mix form will be supplied by the Engineer.

After acceptance of the form, the Engineer and contractor shall determine a one-acre sample area to be seeded and mulched prior to applying seed to the remainder of the project. Both regular straw mulch and hydraulically applied straw mulch shall be applied to the sample area. Both straw mulches shall be representative of the materials proposed for use on the project. If the seeding and mulching procedures are acceptable, the contractor shall begin seeding operations as specified herein.

The contractor shall notify the Engineer at least two days prior to commencing any phase of seeding operations for the remainder of the project.

The equipment and methods used to distribute seeding materials shall provide an even and uniform application of seed, mulch, and other materials at the specified rates.

Unless specified otherwise in the Special Provisions, seeding operations shall not be performed on undisturbed soil outside the clearing and grubbing limits of the project or on steep rock cuts.

The contractor shall coordinate the seeding operations with the grading operations to determine mobilization frequency as embankment and cut slopes are finished throughout the duration of the project. Seeding shall be done during suitable weather and soil conditions for tillage and placement of materials. Seeding operations shall not be performed when wind exceeds 10 miles per hour or, if in the opinion of the Engineer, conditions would prevent uniform application of materials or would carry seeding materials into areas not designated for seeding.

The contractor shall not expose an area greater than 750,000 square feet at any one location within the project limits until the seeding proposed for that portion of the project has been installed and accepted by the Engineer. Seeding shall be accomplished within 14 days after slopes and disturbed areas have been completed. Seeding operations shall comply with Subsection 104.09 and the applicable portions of Section 203 of the specifications, and as directed by the Engineer.

Frequent mobilizations may be required to accomplish seeding as specified herein. The Department will consider the cost of such multiple mobilizations to be included in the price bid for the seeding. No adjustments will be made to the contract for the number of seeding mobilization activities. Should the contractor fail to provide seeding for a sub-area as specified herein, the Engineer will immediately notify the contractor of such non-compliance.

Should the contractor fail to immediately remedy the un-stabilized area, the Engineer may suspend work until such seeding stabilization has been completed, or proceed to provide the necessary seeding stabilization. The entire cost of such work will be deducted from the monies due or to become due to the contractor. In addition, no adjustment to the contract time will be made for suspensions resulting from the contractor's failure to provide seeding for a sub-area within the time periods specified herein.

### **3.02 Tillage:**

Where equipment can operate, the area to be seeded shall be prepared with a ripper bar, chisel plow, or with other devices to provide thorough soil cultivation to the depth specified below.

For areas too steep to be prepared for seeding after the slope has been completed, as determined by the Engineer, tillage shall be accomplished with appropriate equipment as the slope is being constructed. On slope areas, all tillage shall be directional along the contours of the areas involved. All areas which are eroded shall be restored to the specified condition, grade, and slope as directed prior to seeding.

Cut slopes shall be prepared with ridges and deep tillage, or shall be mini-benched. On fill slopes, the operations shall be conducted in such a manner as to form minor ridges thereon to assist in retarding erosion and favor germination of the seed.

Except as specified herein, slopes shall be constructed in accordance with Subsection 203-3.03(B) of the specifications. Cut slopes flatter than 3:1 (horizontal to vertical) shall be tilled a minimum of 12 inches in depth, and fill slopes flatter than 3:1 shall be tilled to a six-inch minimum depth. All slopes steeper than 3:1, and areas which could potentially be affected by underground utilities, shall be tilled to a minimum 6 inches in depth, and left in a roughened condition as they are constructed.

Tillage shall be a minimum of two inches in depth for the first ten feet from the edge of pavement, including shoulder build-up areas.

Care shall be taken during the seeding operations to prevent damage to existing trees and shrubs in the seeding area in accordance with the requirements of Subsection 107.11 of the specifications.

Tillage may require passing the equipment over the area several times to provide thorough soil cultivation. Furrows from tillage shall be no more than 12 inches apart. No work shall be done when the moisture content of the soil is unfavorable to tillage.

All competitive vegetation shall be uprooted prior to seeding and the soil shall be left in a friable roughened condition free of clods or large stones over four inches in any dimension, and other foreign material that would interfere with the seeding operation. Exposed stones larger than four inches shall be removed and disposed of in an approved manner prior to grading and seeding.

Regardless of the method of seeding application, all areas prepared with tilling shall have chemical fertilizer and soil amendments (sulfur and compost) uniformly applied and incorporated into the soil prior to final tillage and seeding.

Chemical fertilizer and sulfur shall be applied at the rate of 200 pounds each per acre. Compost shall be applied at the rate of 15 cubic yards per acre.

Unless otherwise approved by the Engineer, bulk compost shall be applied, using broadcast methods, to all areas where equipment can be operated. For areas where bulk compost cannot be applied by broadcast methods, as determined by the Engineer, compost shall be applied hydraulically at the rate of 1,500 pounds per acre. Compost may be combined with seed in the same slurry. Sulfur and fertilizer shall be applied separately.

Slopes 3:1 and flatter shall have fertilizer, sulfur, and compost tilled into a minimum of the top four inches of the surface. Slopes steeper than 3:1 shall have fertilizer, sulfur, and compost uniformly broadcast for incorporation into the soil as directed by the Engineer. Fertilizer and sulfur shall not be applied hydraulically to any seeded areas.

For mini-benched slopes, fertilizer, compost, and sulfur shall be applied to at the specified rates with no tillage or incorporation.

### **3.03 Seeding:**

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

Drill seeding with straw mulch shall be considered as the preferred method of seed application when practicable. Unless otherwise approved by the Engineer, drill seeding shall be used for all areas with slopes of 3:1 or less.

Hydroseeding shall be the alternative method for seed distribution for slopes in excess of 3:1, and where drill seeding is not practicable or suitable for soil conditions and seed types, as determined by the Engineer.

Seeds not suitable for drill seeding and hydro-seeding methods shall be broadcast manually. Areas to be seeded manually shall be completed after the final soil tillage and prior to any drill or hydro-seeding.

Straw mulch or hydraulically applied straw mulch shall be applied on all seeded areas, as specified in Sections 3.04 or 3.05, within 24 hours of seed application. Seeding application shall be accomplished prior to application of straw mulch or hydraulically applied straw mulch. Combining the seed application process with the mulching process will not be acceptable.

Unless otherwise specified in the Special Provisions, Class II seeding areas shall not be watered after planting.

#### **(B) Drill Method:**

After the tillage and incorporation of fertilizer, sulfur, and compost is completed and accepted by the Engineer, seed shall be planted with a drill seeder capable of accurately metering the specific seed mix. Use of a drill seeder shall not damage the prepared seedbed, and shall provide a soil cover over the planted seed.

Seed shall be planted approximately 1/4 inch deep, with a maximum depth of 1/2 inch. The distance between the furrows produced using the drill process shall not be more than eight inches. If the furrow openers on the drill exceed eight inches, the area shall be drilled twice. Seeding shall be done with grass seeding equipment with double disc openers, depth bands, packer wheels or drag chains, rate control attachments, seed boxes with agitators and separate boxes for small seed. Seed of different sizes shall be sowed from at least two separate boxes adjusted or set to provide the planting rate as specified.

**(C) Hydro-seed Method:**

Areas and seed types not suitable for drill-seeding, as determined by the Engineer, shall be hydro-seeded. The contract-specified seed shall be applied in slurry containing 200 pounds of thermally-refined wood fiber and a minimum of 40 pounds tacking agent per acre. Seed shall not be in the slurry for more than 30 minutes. Hydro-seeded areas shall also be mulched, as specified in Sections 3.04 or 3.05, within 24 hours of application of the seed.

**(D) Manual Application:**

Manually applied seeds shall be broadcast evenly to produce uniform distribution over the seeded areas.

**3.04 Applying Straw Mulch:**

**(A) General:**

Within 24 hours after each area is planted, straw mulch shall be uniformly applied at the minimum rate of 2 1/2 tons per acre for areas to be crimped and tacked, and minimum two tons per acre for tacked-only areas. Except for shoulder build-up areas, and unless otherwise specified by the Engineer, straw mulch shall be applied to all seeded areas. Areas to receive hydraulically applied straw mulch, if directed by the Engineer, shall be mulched in accordance with Section 3.05.

During seeding and mulching operations, care shall be exercised to prevent drift and displacement of materials. Mulch material which is placed upon trees and shrubs, roadways, structures, and upon any areas where mulching is not specified, or which is placed in excessive depths on mulching areas, shall be removed as directed. Mulch materials which are deposited in a matted condition shall be loosened and uniformly spread to the specified depth over the mulching areas. Any unevenness in materials shall be immediately corrected by the contractor. In addition, the contractor shall minimize production of dust or other airborne particulate matter during application of straw mulch,

either by moistening the straw, modifying equipment with misters, or through other means approved by the Engineer.

Except as specified in the next paragraph, straw mulch applied to seeded areas shall be immediately affixed by crimping and tacking after application. No mulch shall be applied to seeding areas which cannot be crimped and/or tacked by the end of each day. Any drifting or displacement of mulch before crimping and/or tacking shall be corrected by the contractor at no additional cost to the Department.

Crimping shall not be required for areas that are steeper than 3:1. Crimping may also be waived, when specifically directed by the Engineer, for drill seeded or hydro-seeded areas with rocky conditions or other areas deemed unsuitable by the Engineer for crimping. Straw mulch applied to such areas shall only be tacked, as specified in Subsection 3.04(C) below.

Prior to the application of a tacking agent, protective covering shall be placed on all structures and objects where stains would be objectionable. All necessary precautions shall be taken to protect the traveling public and vehicles from damage due to drifting spray.

**(B) Anchorage by Crimping:**

Except as specified above in 3.04(A), crimping shall be required for all straw mulched areas. Straw mulch shall be anchored into the soil with a heavy disc. Discs shall be flat and serrated, with at least 1/4 inch thickness having dull edges, and spaced no more than nine inches apart. Straw mulch shall be anchored to a depth of at least two inches and shall not be covered with an excessive amount of soil. Anchoring operations shall be across the slopes where practical, with no more than two passes of the anchoring equipment. Immediately following the crimping operation, the crimped area shall be tacked as specified in Subsection 3.04(C) below.

**(C) Anchorage by Tacking:**

Straw mulch shall be anchored by tacking, using a slurry consisting of a minimum of 150 pounds of tacking agent, 500 pounds of thermally refined wood fiber mulch, and 300 gallons of water per acre. The contractor may increase the quantities of components to ensure the stability of the straw mulch to provide erosion control during the 45 calendar-day maintenance period at no additional cost to the Department.

**3.05 Hydraulically Applied Straw Mulch with Tacking Agent:**

Areas seeded but not practical for straw mulch, as determined by the Engineer, shall have hydraulically applied straw mulch with tacking agent applied at the variable rates shown in the Table 4 below.

<b>Slope (H:V)</b>	<b>Hydraulically Applied Straw Mulch (Pounds per acre)</b>	<b>Tacking agent (Pounds pure mucilage per acre)</b>
Flat to 6:1	2,000	150

From greater than 6:1 to 3:1	2,500	150
Greater than 3:1	3,000	200
Erosive Soil Slopes or Highly Erosive Areas*	3,500	250
*As determined by Engineer		

The contractor shall submit a batch (tank) mix quantity schedule for mulch application to the Engineer for approval prior to mixing hydraulically applied straw mulch and tacking agent in a slurry. Batch mixing and coverage will be monitored throughout the seeding operations. The contractor shall coordinate the mixing and application operations with the Engineer in advance of all mixing. Fertilizer or seed shall not be mixed into any slurry for temporary erosion control mulch application.

**3.06 Shoulder Build-up Areas:**

Seeding shall be applied to all new earthen and milled asphaltic concrete shoulder build-up areas. Shoulder build-up areas shall be tilled two inches deep from edge of pavement to the toe of the shoulder build-up area prior to seeding.

After the two-inch tillage is complete, compost, fertilizer, seeding, and mulching shall be done in three separate steps. For the first step, fertilizer and compost shall be broadcast evenly over both types of shoulder build-up areas. For the next step, seed shall be applied by hydro-seeding for both types of areas. For the third step, seeded shoulders comprised of milled asphaltic concrete shall have hydraulically applied straw mulch and tacking agent applied, and earthen shoulder build-up areas shall have straw mulch or hydraulically applied straw mulch applied, with a tacking agent in either case. No crimping shall be required.

The application rate of hydraulically applied straw mulch and tacking agent shall be as specified in Table 4 above.

**3.07 Seeding Acceptance:**

After application the Engineer will inspect seeded areas or sub-areas for conformance to the contract requirements. The contractor shall correct, to the satisfaction of the Engineer, any areas not conforming to the specifications. The 45-day maintenance period will begin upon acceptance of the area by the Engineer.

The contractor shall maintain and stabilize each area or sub-area, including shoulder build-up areas, for a minimum period of 45 calendar days after application of the seeding and mulching materials, and acceptance by the Engineer. Any areas damaged from erosion, or that has less than 90 percent of applied mulch remaining, shall be re-seeded, re-mulched, and re-tacked at no additional cost to the Department.

Except for landscape projects, seeding shall be completed, including the 45 calendar-day maintenance period, before the end of the contract time, or sooner if required in the SWPPP or elsewhere in the contract documents. Seeding used as part of a landscape project shall

be completed, including the 45 calendar-day maintenance period, before the end of the Construction Phase.

**4.0 Method of Measurement:**

Seeding (Class II) will be measured by the acre, to the nearest one acre of ground surface seeded. Measurements will be along the ground surface for the areas seeded and mulched, as approved by the Engineer.

**5.0 Basis of Payment:**

The accepted quantities for Seeding (Class II), measured as provided above, will be paid in two phases corresponding to the application stage and the 45 calendar-day maintenance stage.

Upon completion of the application stage and acceptance by the Engineer, the contractor will be paid 70 percent of the contract bid price per acre for the completed work. Such price will be considered full compensation for furnishing and applying the contract-specified seed mix, fertilizers, soil amendments, tillage, mulch materials, and tacking agent, all required testing, and all equipment and labor required to complete the work as specified herein.

Upon completion of the 45 calendar-day maintenance stage, and acceptance by the Engineer, the contractor will be paid 30 percent of the contract bid price per acre for the completed work. Such price will be considered full compensation for seeding maintenance, including all equipment, labor, and materials required to correct deficiencies in seeded, mulched areas, as specified herein.

No measurement or payment will be made for the mobilizations required to apply and stabilize the seeding for each area or sub-area, as specified herein, the cost being considered as included in the contract price for Seeding (Class II).

An adjustment to the contract will be made if a contractor-requested seed substitution is approved as specified in Subsection 2.02(B) above.

**(701DETRM, 02/25/10)**

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

**701-3.13 Flagging Services:** of the Standard Specifications is modified to add:

In the event a local enforcement officer with vehicle reports to the project site for approved flagger duty and the work shift is canceled within the first two hours through no fault of the contractor, the contractor will be reimbursed for two hours at the appropriate rates for the officer and the vehicle.

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

**701-4 Reimbursement:**

**701-4.01 General:**

The Department will reimburse the contractor for the work of maintaining and protecting traffic on the basis of the predetermined reimbursement rates hereinafter specified under Subsection 701-4.02 for the various elements of work except for temporary concrete barrier, temporary impact attenuation devices, and Furnish and Install temporary traffic control devices.

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

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

**701-4.02 Predetermined Reimbursement Rates:**

**(A) General:**

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

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

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

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

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

Temporary Painted Markings: Line	linear ft.	0.13
Arrows, Symbols, Legends	each	30.00
Obliterate Painted and Type III Preformed Pavement Markings: Line	linear ft.	0.50
Arrows	each	20.00
Symbols, Legends	each	10.00
Delineator	each	27.00
Pavement Marker, Reflective Raised: Temporary	each	4.00
Permanent (Used As Temporary)		4.50
Pavement Marker, Non-Reflective Raised (Temporary)	each	2.50
Obliterate Raised Pavement Markers	each	0.10
Chip Seal Pavement Marker: Single Capped	each	2.00
Double Capped		3.00

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

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

<b>Element of Work</b>	<b>Unit</b>	<b>Rate: \$</b>
Temporary Concrete Barrier (In-Use)	linear ft./day	0.05
Temporary Impact Attenuation Devices: Sand Barrel (In-Use) (per barrel)	each/day	0.05
Energy-Absorbing-Terminal (In-Use)	each/day	1.00
Truck-Mounted Attenuator, including driver	each/day	325.00
Flashing Arrow Panel	each/day	25.00
Pilot Vehicle	Hour	6.36
Flagger (Civilian)**	Hour	14.24
Flagger (Local Enforcement Officer)	Hour	27.11
Local Enforcement Officer Vehicle	Hour	2.50
Driver: Pilot Vehicles**	Hour	20.93
Changeable Message Board	each/day	100.00
Vertical Panels	each/day	0.50
Tubular Marker	each/day	0.35
Barricade: Type II	each/day	0.50
Type III		0.75
Flashing Warning Light: Type A	each/day	0.25

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

**701-4.03 Relocation Services:**

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

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

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

**701-4.04 Reimbursement Exceptions:**

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

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

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

**(B) Substantial Deficiencies:**

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

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

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

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

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

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

Measurement for reimbursement of the elements of work listed under Subsection 701-4.02(C) will begin on the day they are installed in place and approved by the Engineer

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

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

**(E) Limitation of Measurement:**

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

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

Measurement will be made after the initial installation and once weekly thereafter for items in continuous use, and at any other times changes are made in the use of traffic control elements listed under Subsection 702-4.02(C). The contractor shall notify the Engineer when any changes are made in the use or location of traffic control elements.

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

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

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

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

**701-5 Method of Measurement:**

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

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

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

- (C) Truck-mounted Attenuators, including driver, will be measured by the day for each 24-hour day that a truck-mounted attenuator and operator are used to protect the work site.
- (D) Flashing Arrow Panels will be measured by the day for each 24-hour day that each panel is in place and operating.
- (E) Pilot Vehicles will be measured by the hour for each approved hour of operation.
- (F) Civilian flagging services will be measured by the hour for each hour that a civilian flagger is provided. Flagging services by local enforcement officers with vehicles will be measured for each hour that a uniformed, off-duty law enforcement officer with local enforcement officer vehicle is employed directly by the contractor as a flagger, when authorized in advance by the Engineer. No measurement will be made when DPS officers and their vehicles are used to provide flagging services.

An off-duty law enforcement officer, local or DPS, shall not work more than 12 consecutive hours unless an emergency situation exists which, in the opinion of the Engineer, requires that the officer remains in the capacity of flagger.

Civilian or local enforcement flagging services and traffic control devices required to permit contractors' traffic to safely enter into normal traffic within the project limits will be paid under this item. Flaggers required by a written local

permit agreement will be measured for payment under this item. Additional civilian 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 or local enforcement flagging services and traffic control devices used outside the project limits will be measured under this item. The Department will pay 50 percent of the designated rates for such flaggers and traffic control devices used as described in this paragraph, subject to the approval of the Engineer. The project limits are defined as the construction work zone as shown on the approved traffic control plan for the specific section of highway under construction.

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

- (G) Temporary Preformed Markings for pavement, Types II and III, will be measured in accordance with the requirements of Subsection 705-4 of these specifications.
- (H) Temporary Painted Markings for pavement, will be measured in accordance with the requirements of Subsection 708-4 of these specifications.
- (I) Obliterate Painted and Type III Preformed Pavement Markings, except lines, will be measured in accordance with the requirements of Subsection 708-4 of these specifications. Lines will be measured by the linear foot of existing marking obliterated, regardless of width or type of material. Each legend obliterated, regardless of the number of letters, will be considered as a single unit. No measurement for payment will be made for removal of Type II markings, the work being considered as part of the item.
- (J) Changeable Message Board will be measured by the day for each 24-hour day that the board is utilized to maintain and control traffic.
- (K) Obliterate Raised Pavement Markers will be measured for each unit as markers and adhesive pad, or adhesive pad alone where markers are missing.
- (L) Temporary Delineators and Temporary Pavement Markers will be measured as a unit for each delineator or marker furnished, utilized, and subsequently removed from the project site. No measurement for payment will be made for delineators or markers that are furnished to replace damaged units as specified under Subsection 701-4.01.
- (M) Vertical Panels, Barricades (Types II and III), Tubular Markers, Warning Lights (Types A, B, and C), Traffic Cones (28-inch), High-Level Flag Trees, Drums, Embedded Sign Posts, Portable Sign Stands (spring-type and rigid), and Portable Sign Posts - Barrier Mounted will be measured as a unit for each

device furnished and subsequently utilized at the project site for each 24-hour day.

Reusable Temporary Signs, with either Type III/IV or orange fluorescent prismatic sheeting, will be measured as Small (less than 10 square feet), and Large (10 square feet or more) regardless of sheeting type. Reusable temporary signs will be measured as a unit for each sign, or sign grouping on individual stands or posts, furnished and subsequently used at the project site for each 24-hour day, as defined in accordance with Subsection 701-4.04(D) and approved by the Engineer. Quantities may be determined on a weekly basis for signs in continuous use.

- (N) Specialty Signs are signs which are required on the job, as determined by the Engineer, or shown on project plans, and are not reusable as traffic control signs. Specialty signs shall contain information which is project and location specific. The sign sheeting shall be orange fluorescent prismatic rigid sheeting unless otherwise specified, and the size, type and legend of the Specialty signs will be determined by the Engineer, unless specified on the project plans. Specialty signs will be measured for payment by the square foot, inclusive of borders.
- (O) Obliterate Pavement Legends or Arrows will be measured by each separate symbol, arrow or legend.
- (P) Drivers (Pilot Vehicle) will be measured by the hour for each approved hour of operation.

Item 7010006, Furnish and Install temporary traffic control devices, will be measured by the unit "lump sum" and shall include the furnishing and installation of all necessary temporary traffic control devices measured individually as provided above.

**701-6 Basis of Payment for Elements of Work (In-Use):** the title and text of the Standard Specifications are revised to read:

**701-6 Basis of Payment:**

The contractor will be compensated for accepted quantities of Maintenance and Protection of Traffic in accordance with the procedures described herein and in Subsection 701-4 of the Standard Specifications.

**701-6.01 Elements of Work (Bid Items):**

**(A) Temporary Concrete Barrier (Installation and Removal):**

Temporary Concrete Barrier (Installation and Removal), measured as provided above, will be paid for at the contract unit bid price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the plans, including furnishing,

placing, dismantling, and removal. The price bid shall also include any required connection devices, barrier markers, and glare screen.

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

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

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

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

**(B) Temporary Impact Attenuation Devices (Sand Barrel and Energy Absorbing Terminal) (Installation and Removal):**

Temporary Impact Attenuation Devices (Sand Barrel and Energy Absorbing Terminal) (Installation and Removal), measured as provided above, will be paid for at the contract unit bid price, which price shall be full compensation for the work complete-in-place, as specified herein and as shown on the plans, including furnishing the devices with replacement parts, and installing, dismantling, realigning and adjusting, removing and stockpiling the devices.

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

Should it be necessary to dismantle, pick up and relocate attenuation device installations during construction for use on the project site, the work of removing and relocating the devices will be measured as a new installation and paid for at 100 percent of the contract unit price.

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

The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and relocated, or are to be adjusted or realigned. No additional payment will be made for devices which are adjusted or realigned, the cost being considered as included in the pre-determined price paid for Temporary Impact Attenuation Devices "Installation and Removal."

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

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

**(C) Furnish and Install Temporary Traffic Control Devices:**

Item 7010006, Furnish & Install Temporary Traffic Control Devices, is included in the Bidding Schedule to establish a bid item which shall be full compensation for furnishing to the jobsite, stockpiling, and installing flashing arrow panels, changeable message boards, vertical panels, barricades, warning lights, signs, sign stands/posts, traffic cones, tubular markers, flag trees, and drums, complete-in-place. Item 7010006 also includes the cost of relocation of all necessary traffic control devices or the moving of devices for the contractor's advancing operation as specified herein and as shown on the plans, except for items directed by the Engineer. Equipment and labor needed for initial installation on and final removal from the project site will be included in Item 7010006.

Item 7010006 also includes removal of all temporary traffic control devices used for maintenance and protection of traffic on the project and included in the Elements of Work (In-Use) and Elements of Work (Complete-In-Place), unless such cost is included in the predetermined reimbursement rates as specified in this subsection.

Signs mounted on posts set in the ground shall be removed at the completion of the project, the post holes filled and compacted, and the immediate area restored to match the surrounding area. The cost of such removal and restoration shall be considered as included in the cost of Item 7010006.

Item 7010006 shall be considered to include any additional costs, in excess of the predetermined rates specified in Subsection 701-4.02(C), for overtime hours for civilian or local enforcement flaggers, and drivers (Pilot Vehicle and Truck-mounted Attenuation Device).

Item 7010006 shall also be considered to include any additional costs for differences between the adjusted General Decision wage rates and the pre-determined rates shown in Subsection 701-4.02(C) for drivers and civilian flaggers, as specified in the note at the end of the table in Subsection 701-4.02(C).

Furnish and Install temporary traffic control devices will be paid for at the contract lump sum price, which shall be full compensation for furnishing, installing, and removing all devices and the labor, tools, equipment, and incidentals necessary to complete the work.

Twenty five percent of the unit price bid will be paid upon satisfactory initial installation of temporary traffic control devices. The remaining 75 percent will be paid in monthly increments based on the current month's percentage of project completion.

**701-6.02 Elements of Work (Complete-In-Place):**

**(A) Temporary Preformed Markings:**

The accepted quantities of Temporary Preformed Markings, measured as provided above, will be paid for at the predetermined reimbursement rate for the type specified, which rate shall be full compensation for the work, complete-in-place, including necessary pavement cleaning, removal of Type II temporary markings, and maintaining Types II and III temporary markings in construction work zones. Installation for accepted quantities shall be considered satisfactory when the markings are installed within one inch of the true alignment, as shown in the contract documents.

Additional reimbursement will be made for replacement of temporary markings when the contractor is required by the Engineer to install marking materials on distressed pavements or during adverse weather conditions and subsequent failure occurs. Distressed pavement conditions are defined as alligator cracking, bleeding, or spalling of bituminous pavements and spalling of PCC pavements. Adverse weather conditions are defined as any occurrence where application is required at pavement temperatures less than 50 degrees F or when precipitation occurs within 24 hours before application. Where distressed-pavement or adverse-weather-condition failures occur, the Department will pay for the initial replacement at the reimbursement rate.

In the event additional failures occur when markings have been reapplied on distressed pavements or under weather conditions described above, the Engineer will determine if conditions require primer, alternate methods of marking or reapplication of preformed markings. Preformed markings will be paid for at the reimbursement rate. Primers or other methods of markings deemed necessary by the Engineer will be paid for in accordance with the provisions of Subsection 109.04 of these specifications.

**(B) Temporary Painted Markings:**

The accepted quantities of Temporary Painted Markings, including glass beads, measured as provided above, will be paid for at the predetermined reimbursement rates designated in Subsection 701-4.02, which rates shall be full compensation for the work, complete-in-place, as specified herein.

**(C) Obliterate Pavement Markings:**

Obliterate Pavement Markings, measured as provided above, will be paid for at the predetermined reimbursement rates designated in Subsection 701-4.02, which rates shall be full compensation for the work, complete, including furnishing all labor and equipment required and restoring the pavement surface to a condition deemed suitable by the Engineer.

**(D) Delineators and Pavement Markers:**

The accepted quantities of Delineators, and pavement markers, measured as provided above, will be paid for at the predetermined reimbursement rate each, which rate shall be full compensation for the work, complete-in-place, as specified herein and as shown on the plans. If it is necessary to remove and relocate delineators, measurement for reimbursement of the work associated with such relocations will be made as specified for the relocation service element of work.

**(E) Specialty Signs:**

The accepted quantities of Specialty Signs will be paid for at the predetermined rate per square foot listed in Subsection 701-4.02(B). The rate established shall be full compensation for manufacturing, delivery to the job site, erection complete-in-place, and eventual removal.

**(F) Obliterate Raised Pavement Markers:**

The accepted quantities for Obliterate Raised Pavement Markers will be paid for at the predetermined rate each listed in Subsection 701-4.02(B), which rate shall be full compensation for the work, complete, including adhesive pad removal.

**701-6.03 Elements of Work (In-Use):**

**(A) Temporary Concrete Barrier (In-Use):**

The accepted linear-foot quantities of Temporary Concrete Barrier, measured as provided above on a daily basis, will be paid for at the predetermined reimbursement rate, which rate shall be full compensation for the use of the barrier installation(s), including glare screen, and for furnishing all material, equipment and labor and maintaining, realigning and adjusting the barrier installation(s) as specified herein and as shown on the plans. No reimbursement will be made for barrier not in service, such as, barrier in stockpiled configuration awaiting change of construction phase.

There will be no reimbursement for each day that the Engineer determines the barrier traffic reflectors are not in good reflective condition, or for each day that the Engineer determines the barrier is out of alignment.

**(B) Temporary Attenuation Device (Sand Barrel and Energy Absorbing Terminal)(In-Use):**

The accepted unit quantities of Temporary Attenuation Devices, measured as provided above on a daily basis, will be paid for at the predetermined reimbursement rate, which rate shall be full compensation for the use of the devices and for furnishing all material, equipment and labor for maintaining, realigning and adjusting the attenuator installation, as specified herein and as shown on the plans. No reimbursement will be made for attenuators not in service, such as attenuation devices stockpiled for replacement parts or awaiting change of construction phase.

**(C) Truck Mounted Attenuators:**

The accepted quantities of Truck Mounted Attenuators, measured as provided above, will be paid for at the predetermined reimbursement rate for each 24-hour day of work site protection, which rate shall be full compensation for the work, complete, including, but not limited to, furnishing all materials, equipment and labor (including the operator) and maintaining and repairing the truck and truck mounted attenuator as specified herein and on

the project plans. It shall be the contractor's responsibility to replace any damaged or destroyed parts of the attenuator at no additional expense to the Department.

**(D) Flashing Arrow Panels:**

The accepted quantity of Flashing Arrow Panels, measured as provided above, will be paid for at the predetermined reimbursement rate, which rate shall be full compensation for the work, complete, including operating, maintaining, and relocating the panels on the work site, and providing all necessary labor and equipment.

**(E) Pilot Vehicles:**

The accepted quantities of Pilot Vehicles, measured as provided above, will be paid for at the predetermined hourly reimbursement rate, which rate shall be full compensation for the work, complete, including furnishing and maintaining the vehicle.

**(F) Flagging Services:**

The accepted quantities of civilian flagging services and local enforcement officer with vehicle flagging services, measured as provided above, will be paid for at the predetermined hourly rates, regardless of the number of hours worked, which rates shall be full compensation for the work, complete, including all overhead costs and fringe benefits. No payment in excess of the predetermined rate will be made for overtime hours, the costs being considered as included in Item 7010006.

No payment will be made when DPS officers and their vehicles are used to provide flagging services.

**(G) Local Enforcement Officer Vehicle:**

The accepted quantities of local enforcement officer vehicles, measured as provided above, will be paid for at the predetermined reimbursement rate per hour, complete, including furnishing and maintaining the vehicle.

No payment will be made when DPS officers and their vehicles are used to provide flagging services.

**(H) Drivers (Pilot Vehicle):**

The accepted quantities of drivers for pilot vehicles, measured as provided under Subsection 701-5 of the Specifications, will be paid for at the predetermined reimbursement rate per hour, regardless of the number of hours worked, which rate shall be full compensation for the work, complete, including, but not limited to, all overhead costs and fringe benefits. No additional payment will be made to the contractor if the rate the contractor is required to pay exceeds the predetermined reimbursement rate. No payment

in excess of the predetermined rate will be made for overtime hours, the costs being considered as included in Item 7010006.

**(I) Changeable Message Board:**

The accepted quantities of Changeable Message Boards, measured as provided above, will be paid for at the predetermined reimbursement rate per 24-hour day, which rate shall be full compensation for maintaining and relocating the boards on the work site, and providing all necessary labor and equipment, including incidental grading and traffic cones.

**(J) Vertical Panels, Barricades, Warning Lights, Signs, Sign Stands/Posts, Traffic Cones, Tubular Markers, Flag Trees, and Drums:**

The accepted quantities of vertical panels, barricades, warning lights, signs, sign stands/posts, traffic cones, tubular markers, flag trees and drums, measured as provided above on a daily basis, will be paid for at the predetermined reimbursement rates, which rates shall be full compensation for the use and maintenance of each device (in-use). The predetermined reimbursement rates shall include all equipment and labor needed for the use and maintenance of each device (in-use).

Payment for relocation of vertical panels, barricades, warning lights, signs, sign stands, traffic cones, tubular markers, flag trees, drums, and work of a progressive nature will be made in accordance with the procedures of Subsection 701-4.03. The relocation work of removing and reinstalling temporary signs on embedded posts will be reimbursed at the relocation service rates, regardless of the type of work or operation, when directed by the Engineer.

The predetermined reimbursement rates for vertical panels, barricades, signs, and flag trees include the cost of flags and ballasting, as required.

Type I barricades which are substituted for Type II barricades in accordance with Subsection 701-2.08 shall be reimbursed at the predetermined reimbursement rates for Type II barricades.

Reusable temporary signs mounted on Type III barricades or high-level flag trees will be reimbursed at the predetermined reimbursement rates for reusable temporary signs.

Multiple reusable temporary signs included on a single stand or post will be reimbursed at the predetermined reimbursement rate for reusable temporary signs, based on the total combined area of all signs on the single stand or post.

**ITEM 9240170 - CONTRACTOR QUALITY CONTROL:**

**1.0 Description:**

The work under this section shall consist of furnishing all personnel, materials, supplies, facilities and equipment necessary to perform all certification of test equipment, sampling, testing, and other control actions. The work shall also include the preparation of linear control charts, Weekly Quality Control Reports, and other reports and records as described in Subsection 106.04(C) of the Specifications.

## **2.0 Method of Measurement:**

Contractor quality control will be measured for payment on a lump sum basis as a single unit of work.

## **3.0 Basis of Payment:**

### **3.1 General:**

The accepted quantities of contractor quality control, measured as provided above, will be paid at the contract lump sum price, which price shall be full compensation for the work, complete, as described and specified herein.

Partial payments under this item will be made in accordance with the following provisions:

(a) The first partial payment price will be the lesser of twenty five percent of the contract lump sum price for contractor quality control, or one percent of the original total contract bid amount.

(b) The remaining portion of the lump sum price will be prorated over the duration of the original contract on a monthly basis, and monthly progress payments will be made.

If adjustments to pay items covered under Contractor Quality Control are approved by supplemental agreement, an equitable adjustment to the lump sum amount for Contractor Quality Control may be made. Any adjustment to Contractor Quality Control shall be included in the supplemental agreement and the adjusted amount, less previous payments, will be prorated equally over the remaining contract period, including any related time extensions.

### **3.2 Delinquent Reports:**

Failure of the contractor to submit complete and accurate Weekly Quality Control Reports, current to the most recent Wednesday submittal date, will be grounds for the Engineer to deduct monies from the contractor's progress payment.

For each Weekly Quality Control Report that is not complete and accurate, and not submitted to the Engineer by the Wednesday submittal date specified in Subsection 106.04(C)(6), the Department will deduct \$2,500.00 from the progress payment for the current month.

For each delinquent Weekly Quality Control Report submitted to the Engineer within 10 business days of the original Wednesday due date, \$2,000.00 will be returned on the next regular estimate, provided all of the requirements specified herein and in Subsection 106.04(C)(6) have been met, and the report is complete and accurate. No deducted monies will be returned for reports submitted more than 10 business days beyond the original Wednesday due date.

All deducted monies which are retained by the Department, as specified above, are liquidated damages.

**(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	Bureau of Land Management
State Land Department	Manager, Land Office
1624 West Adams Street	222 North Central Avenue
Phoenix, Arizona 85007	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 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 Division of Natural Resources.

**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.

**SECTION 1010 DRAINAGE PIPE:**

**1010-8 Corrugated High Density Polyethylene Plastic Pipe:** the title and the first paragraph of the Standard Specifications are revised to read:

**1010-8 Corrugated High Density Polyethylene Plastic Pipe and Steel Reinforced High Density Thermoplastic Ribbed Pipe:**

Corrugated high density polyethylene plastic pipe, fittings, couplings and ends, where specified, shall conform to the requirements of AASHTO M 252 for pipe sizes less than 12 inches in diameter and AASHTO M 294 for pipe sizes 12 to 60 inches in diameter.

Steel reinforced high density thermoplastic ribbed pipe and fittings shall conform to the requirements of ASTM F 2562.

**1010-8 Corrugated High Density Polyethylene Plastic Pipe:** the last paragraph of the Standard Specifications is hereby deleted:

**(1014FAB, 12/14/09)**

**SECTION 1014 GEOSYNTHETICS:** of the Standard Specifications is revised to read:

**1014-4.04(B) Woven:** "Permittivity: second<sup>-1</sup>" in the table of the Standard Specifications is revised to read:

Property	Requirement	Test Method
Permittivity: second <sup>-1</sup>	0.07	ASTM D 4491
Permittivity: second <sup>-1</sup>	0.50	ASTM D 4491

**1014-8 Temporary Silt Fence Fabric:** "Permittivity: second<sup>-1</sup>" in the table of the Standard Specifications is revised to read:

Property	Requirement	Test Method
Permittivity: second <sup>-1</sup>	0.05	ASTM D 4491

**1014-10 Weed Block Fabric**

MATERIAL	Woven UV stabilized polypropylene
COLOUR	Black
FABRIC WEIGHT	110 g/m <sup>2</sup>
WIDE STRIP TENSILE STRENGTH	23/16 kN/m (AS3706.2)
TRAPEZOIDAL TEAR	337/333 N (AS3706.3)
FLOW RATE	Under 100mm head 17 l/m <sup>2</sup> /s (AS3706.9)

PORE SIZE (EOS-0.95)	150 µm (AS3706.7)
UV RESISTANCE	>95% after 500 hours (AS3706.11)
ROLL SIZE	5m x 100m

**1014-11                      Installation**

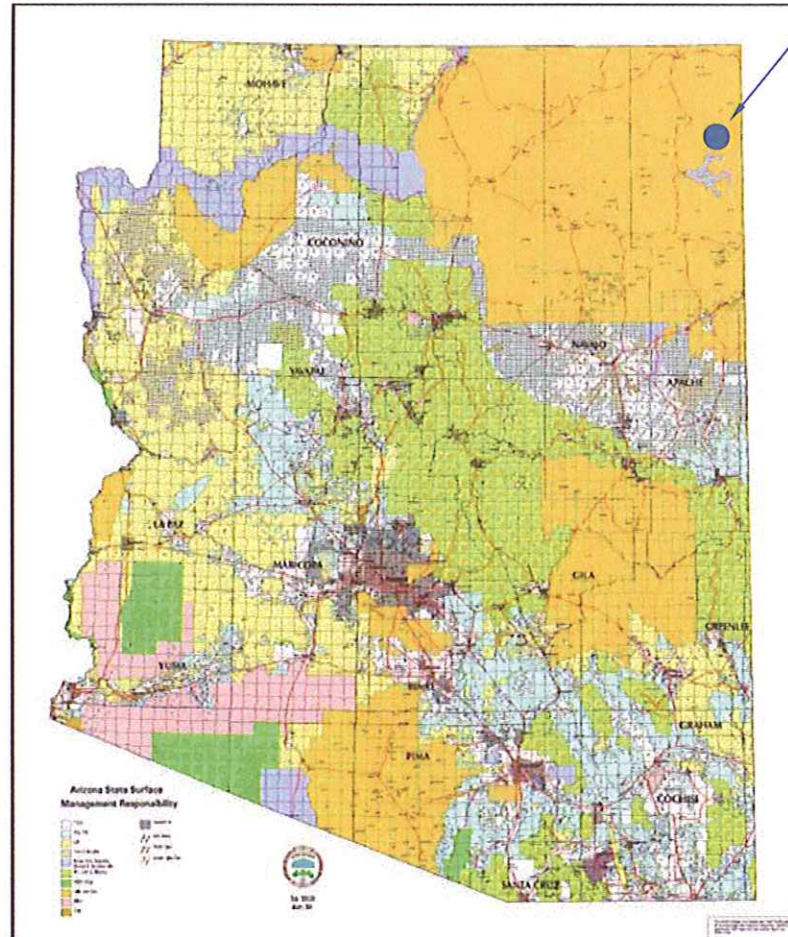
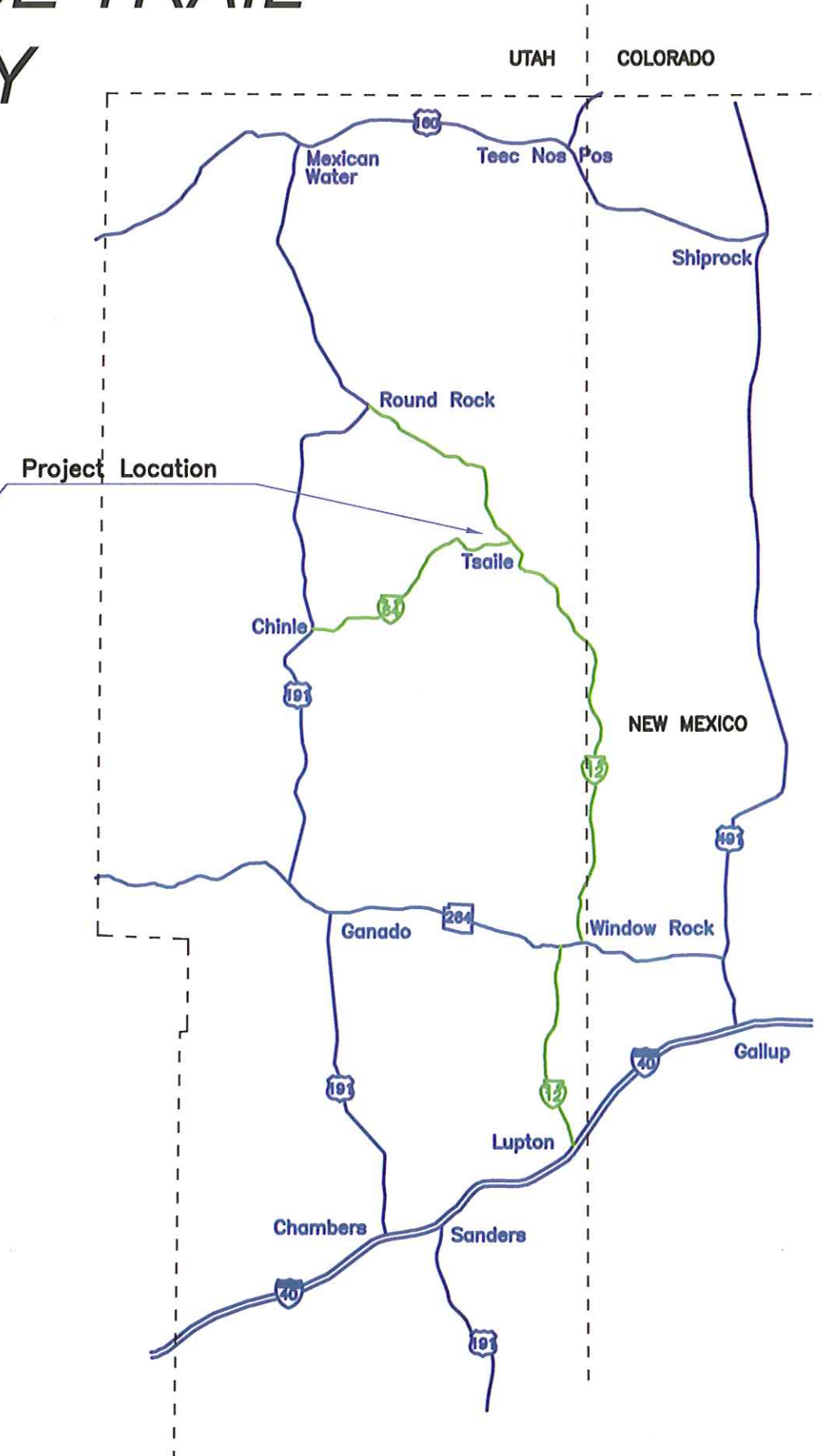
Weed Block Fabric should be installed on areas cleared of vegetation. It should not be used to control existing established weeds. Weeds may establish above the weedmat from airborne seeds and silt deposits.

Weed Block Fabric shall be installed placed between the Aggregate Base and the Crusher Fines. All fabric joints shall overlap a minimum of 12 inches.

# TSAILE MULTI-USE TRAIL APACHE COUNTY



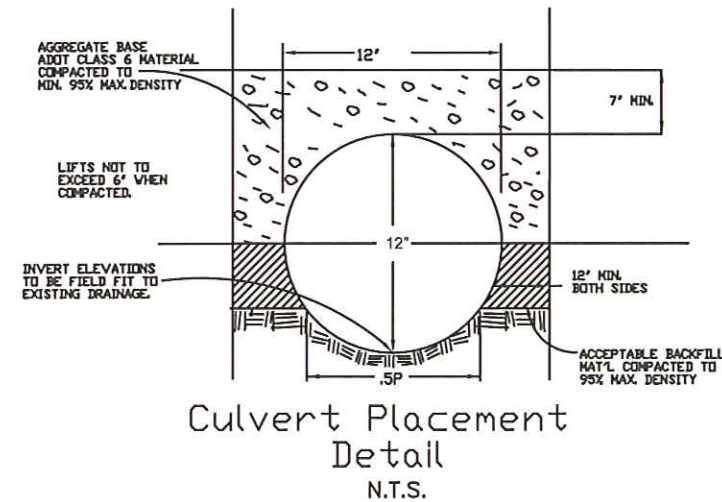
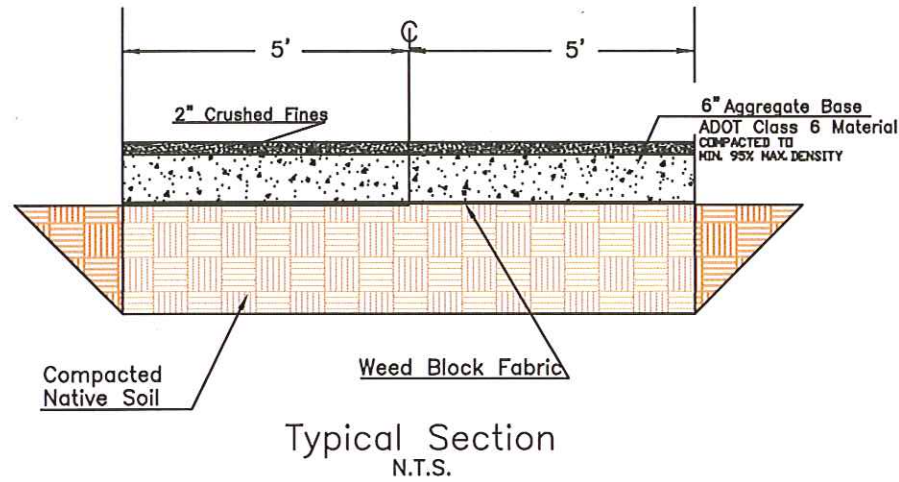
FEDERAL AID PROJECTS NUMBER	ADOT TRACS NUMBER
TEA-AAP-0(200)A	AP AAP SL 630 01C
SHEET NO. 1 TOTAL SHEETS 11	AS BUILT
DESIGNED BY:	DRAWN BY: JOT CHECKED BY:



# TSAILE MULTI-USE TRAIL APACHE COUNTY



FEDERAL AID PROJECTS NUMBER	ADOT TRACS NUMBER
TEA-AAP-0(200)A	AP AAP SL 630 01C
SHEET NO. 2 TOTAL SHEETS 11	AS BUILT
DESIGNED BY:	DRAWN BY: JOT CHECKED BY:



## CONTRACTOR RESPONSIBILITIES

- Apply water to the ground during construction to minimize the release of fugitive dust into the air.
- Construction water and other miscellaneous items shall be considered in overall cost of the project and may be included in other items.
- Reseed all areas not used on the site. The seed mixture and broadcasting methods must follow recommended re-vegetation techniques set forth by the Navajo Nation Department of Agriculture.
- Include the Navajo Nation Division of Natural Resources in all correspondences. All project equipment and personnel shall remain in project areas – the use of best available construction practices is required to limit impacts to land, water (surface and ground), and biological resources.
- In the event of a discovery ("discovery" means any previously unidentified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices), all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Department of Historic Preservation must be notified at (928)871-7148.
- Survey control will be provided by Apache County. All other surveying shall be the responsibility of the contractor.

## LENGTH OF PROJECT

Mile Post 0.00 – 2.376  
Station 0+00 – 125+43.98 = 12,543.98'

## INDEX OF SHEETS

SHEET NO.	SHEET TYPE
1	Title & Face Sheet
2	Typical Section & Notes
3 – 6	Plan Sheets
7 – 11	NPDES Index & Detail Sheets



## GENERAL NOTES

No new Right-of-Way or easements are required for this project

The Contractor shall field measure all pipe culverts to verify lengths before ordering materials.

Existing utility locations are approximate. The contractor shall verify the exact locations and depths of all utilities.

Average Project Elevation is 7075 feet

Survey Control will be provided by Apache County

Plan view angle points are centerline of pathway

Areas of archeological significance shall be avoided

Contractor equipment staging areas shall not impede Campus functions

Traffic Control shall be in accordance with MUTCD 2009 edition.

Construction of the pathway shall be restricted to 10 feet each side of centerline except at road crossings. All disturbed soil outside this area shall be reestablished through grade work and re-vegetation.

Two-way traffic shall be maintained at intersecting roadways during non working hours. Minimum one-way traffic maintained during working hours.

## SPECIFICATIONS

- Aggregate Base – Shall conform to the 2008 ADOT Standard Specification Section 303 Class 6
- Crusher Fines – Shall conform to the 2008 ADOT Standard Specification Section 303 Class 3 and be 100% manufactured material, with the following gradation:

Percent Passing	Sieve
100	3/8"
90 – 100	1/4"
4 – 16	#200

Plasticity Index = 0 – 3

- Weed Block Fabric – Maccaferri Mactex Weed Control Fabric Mactex GT 15/100 or similar
- Pipe Culverts – Corrugated metal pipes to be field measured if needed. Shall conform to 2008 ADOT Standard Specification Section 1010-2.01. Culverts shall be metallic coated.

## QUANTITIES OF MATERIALS

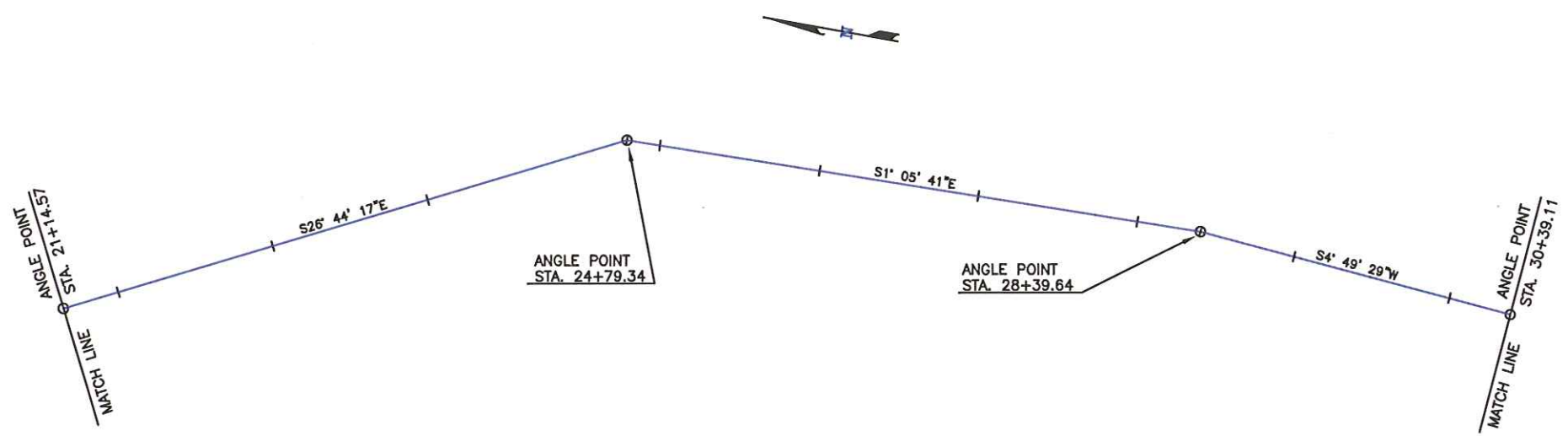
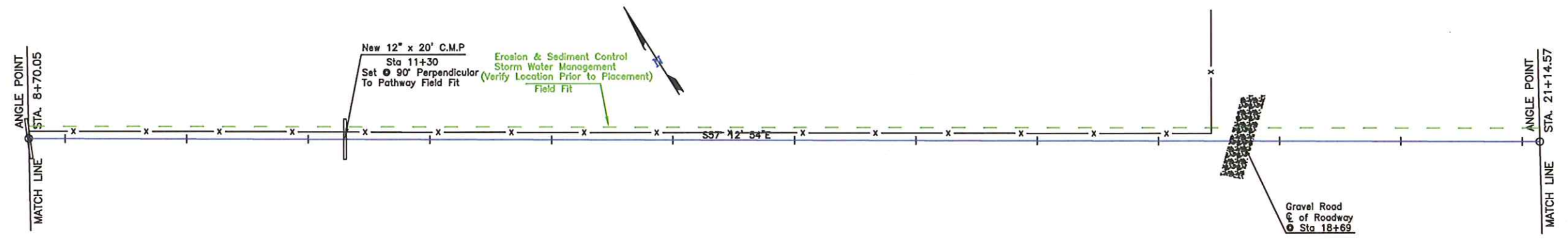
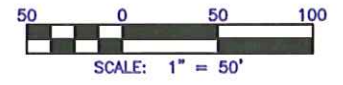
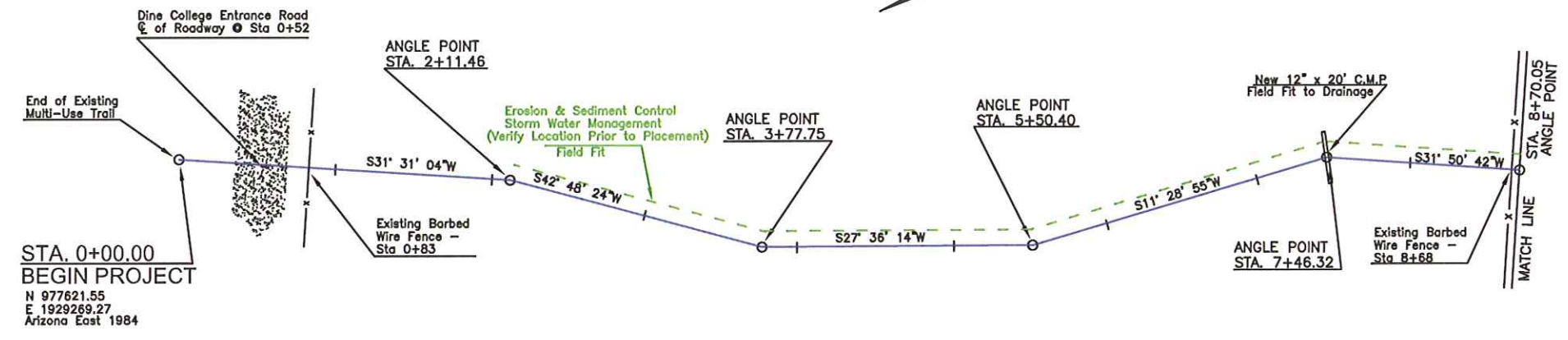
- 6" A.B. 2440 Cubic Yds.
- 2" Crushed Fines 813 Cubic Yds.
- Weed Block Fabric 12,544 lin. ft.
- Re-vegetation 125,440 sq. ft.

**NOTE:** THE QUANTITIES SHOWN ABOVE ARE BASED ON AVERAGE WEIGHTS AND TOTAL LENGTH OF THE PROJECT. THE CONTRACTOR WILL NEED TO CERTIFY THE ACTUAL AMOUNTS OF EACH TYPE.

# TSIALE MULTI-USE TRAIL APACHE COUNTY



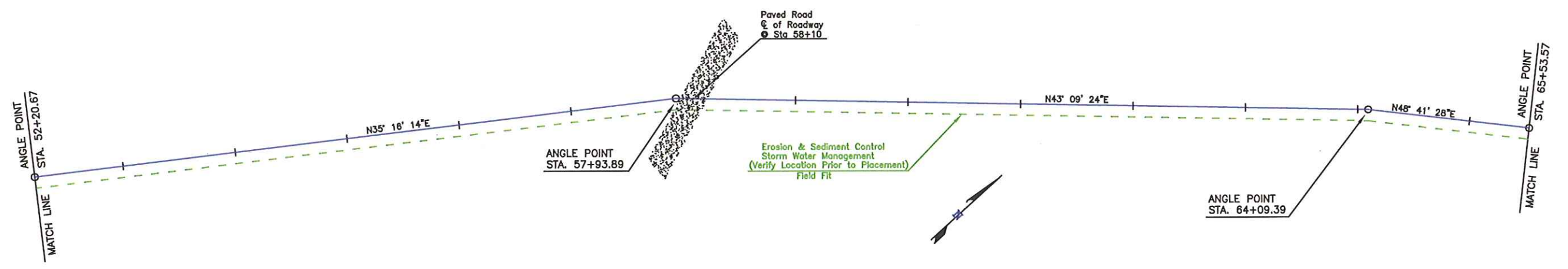
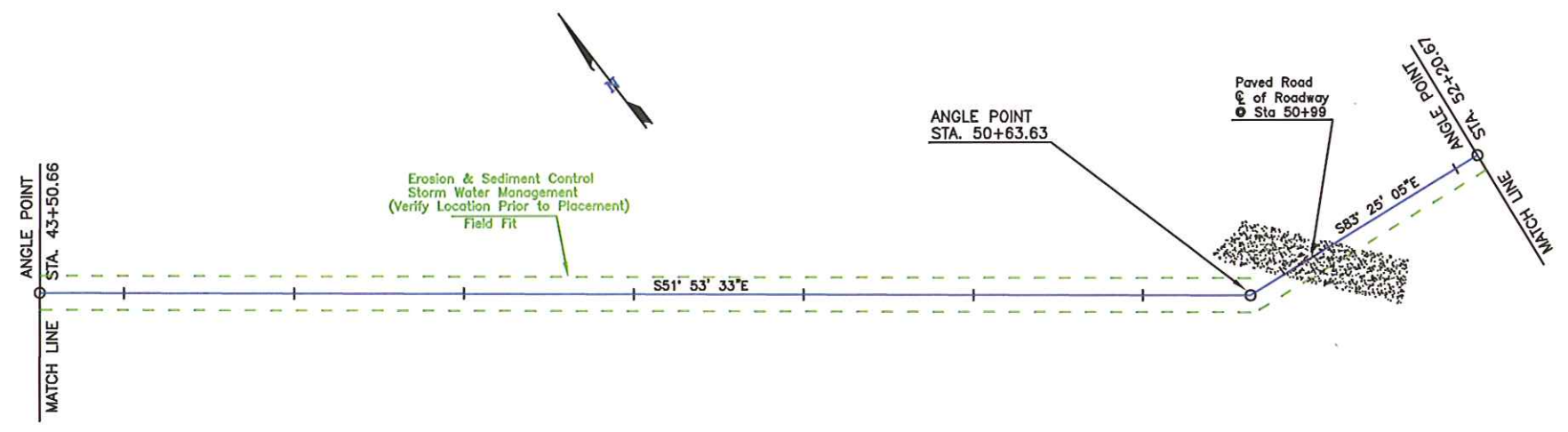
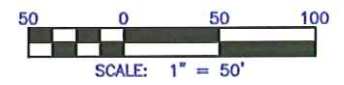
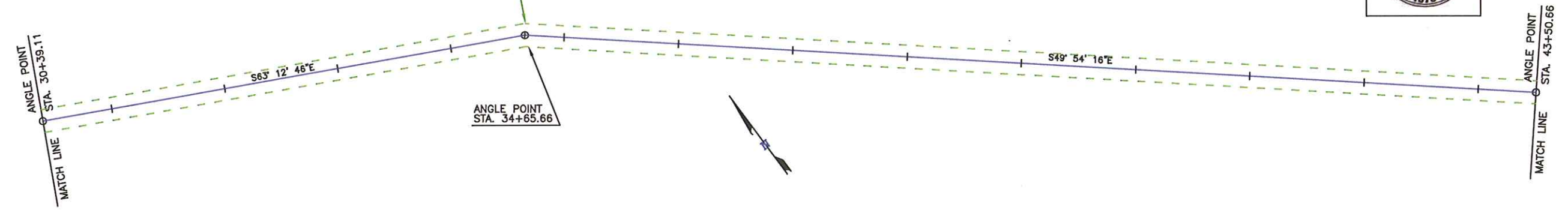
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TEA-MP-0(200)A	AP MP SL 830 01C
SHEET NO. 3 TOTAL SHEETS 11	AS BUILT
DESIGNED BY:	DRAWN BY: JDT CHECKED BY:



# TSAILE MULTI-USE TRAIL APACHE COUNTY



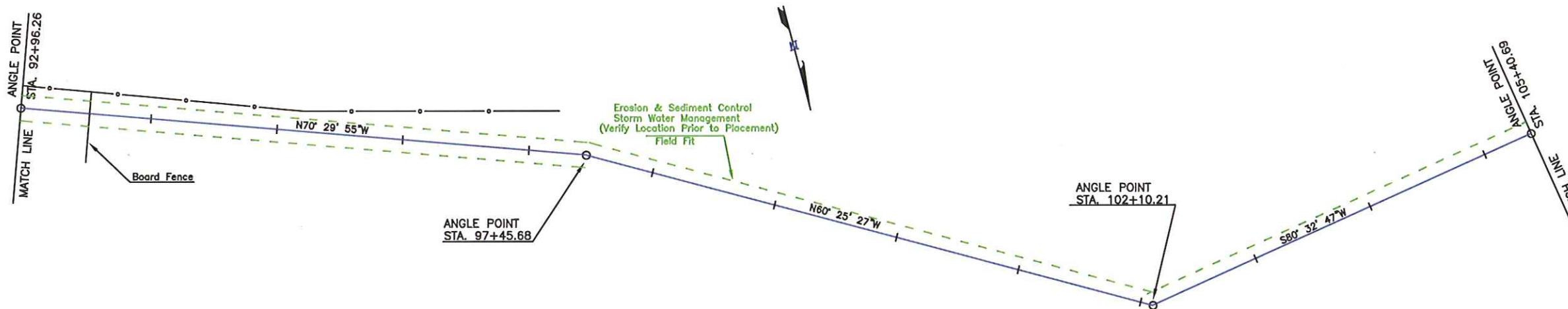
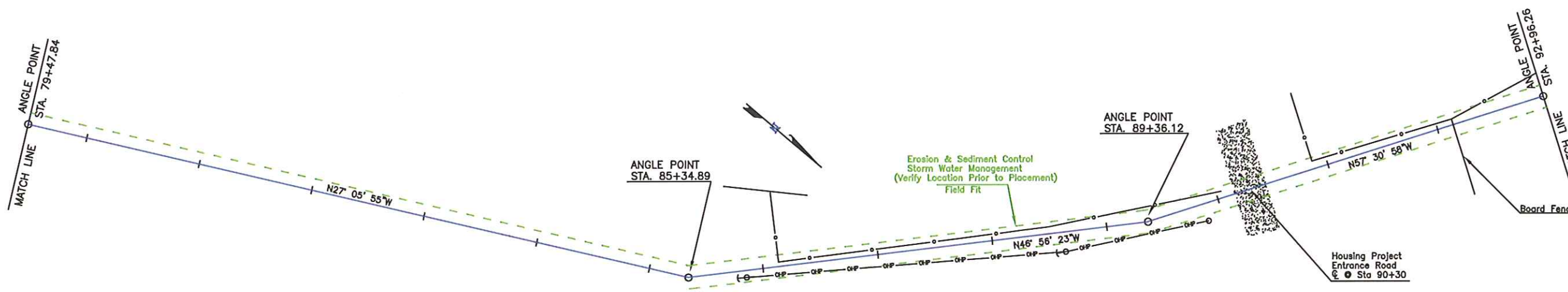
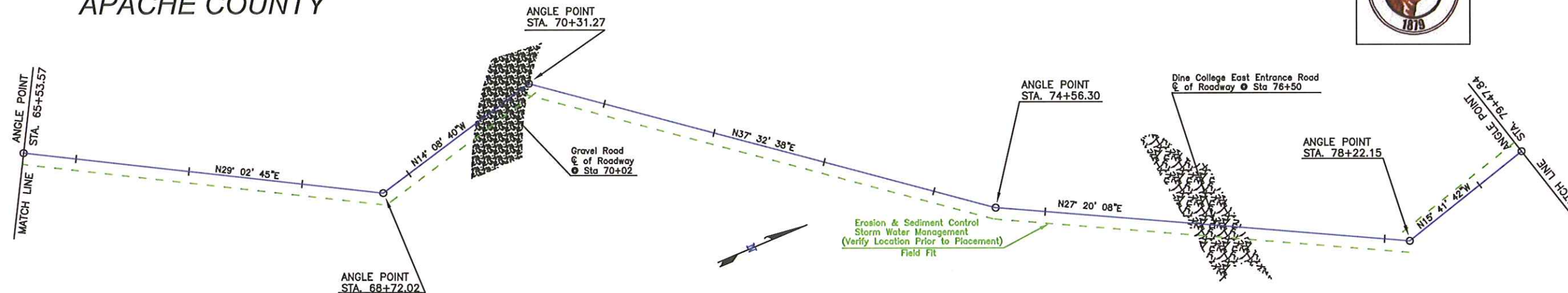
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TEA-AAP-0(200)A	AP AAP SL 830 01C
SHEET NO. 4 TOTAL SHEETS 11	AS BUILT
DESIGNED BY:	DRAWN BY: JOT CHECKED BY:



# TSAILE MULTI-USE TRAIL APACHE COUNTY



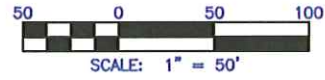
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SHEET NO. 5 TOTAL SHEETS 11	AS BUILT
DESIGNED BY:	DRAWN BY: JDT CHECKED BY:



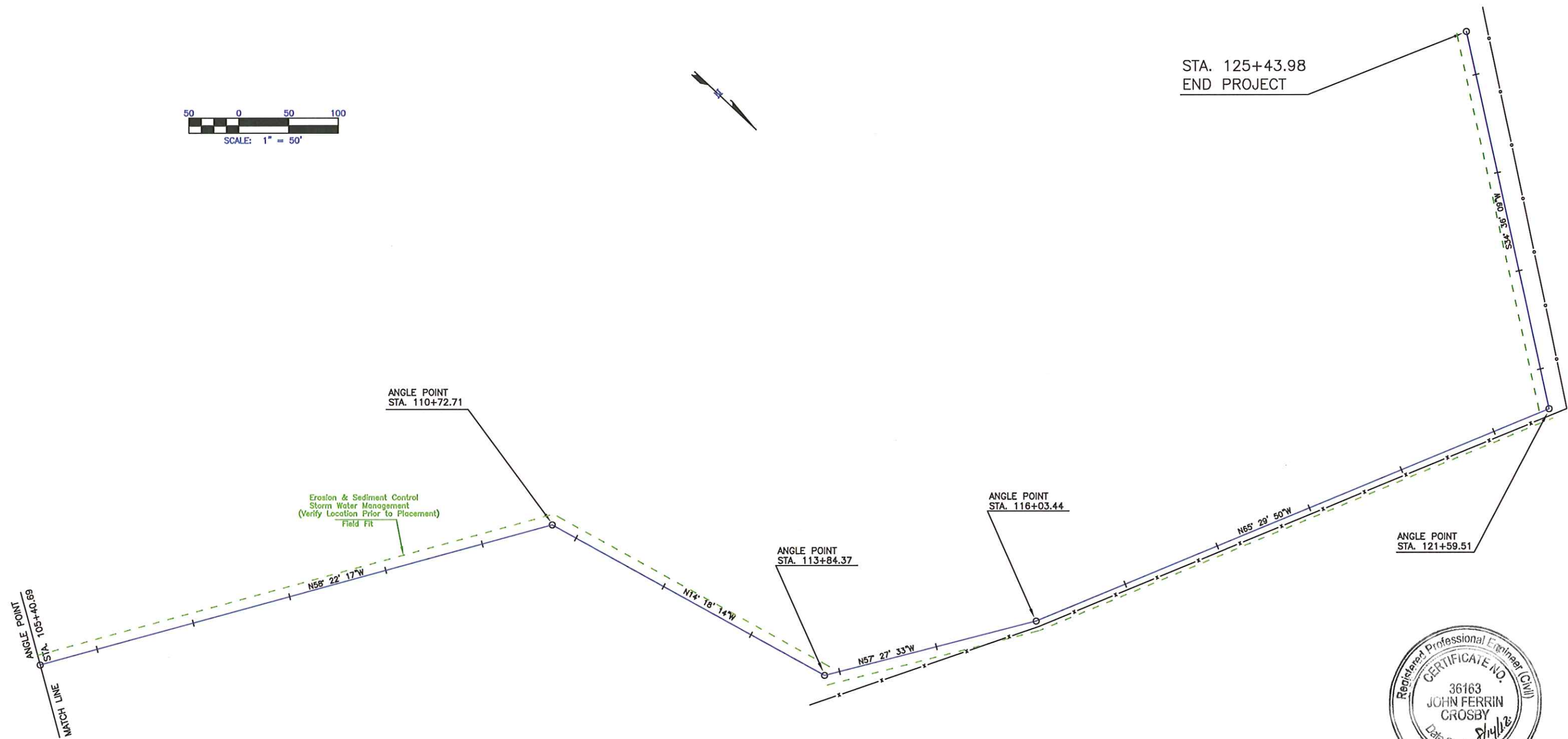
# TSAILE MULTI-USE TRAIL APACHE COUNTY



FEDERAL AID PROJECTS NUMBER TEA-AAP-0(200)A	ADOT TRACS NUMBER AP AAP SL 630 01C
SHEET NO. 8	TOTAL SHEETS 11 AS BUILT
DESIGNED BY:	DRAWN BY: JOT CHECKED BY:



STA. 125+43.98  
END PROJECT



Erosion & Sediment Control  
Storm Water Management  
(Verify Location Prior to Placement)  
Field Fit

ANGLE POINT  
STA. 121+59.51



Expires 3/31/13

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	TEA-AAP-0 (200)A	7	11	

AP AAP SL 630 01C

**PART 1 - To be completed by the Landscape Architect or Design Engineer**

**I. PROJECT DESCRIPTION**

- A. Owner Name, Address and IRS Employee Identification Number (EIN):  
 Arizona Department of Transportation  
 205 South 17th Avenue  
 Phoenix, Arizona 85007-3213
- IRS Employee Identification Number (EIN) for ADOT: 86-6004791
- B. Project TRACS Number: AP AAP SL 630 01C
- C. Project Location: DINE' COLLEGE  
 City: TSAILE County: APACHE
- Beginning Latitude (NAD 83): 36° 17' 64.56"  
 Beginning Longitude (NAD 83): 109° 13' 28.24"
- Ending Latitude (NAD 83): 36° 18' 00.69"  
 Ending Longitude (NAD 83): 109° 13' 22.31"
- To obtain the project latitude/longitude data, refer to the ADOT Web Link below:  
[http://tpd.azdot.gov/website/receiving\\_waters/viewer.htm](http://tpd.azdot.gov/website/receiving_waters/viewer.htm)
- D. Project Description: THE TSAILE MULTI-USE TRAIL WILL BE LOCATED WITHIN THE CAMPUS OF THE DINE' COLLEGE IN TSAILE AZ. THE ELEVATION OF TSAILE IS 7075 FT ABOVE SEA LEVEL. THE 2.37 MILE LONG TRAIL WILL CONSIST OF AGGREGATE BASE COURSE WITH A CRUSHER FINE SURFACE. THE TRAIL WILL BE 10 FEET IN WIDTH.

**II. HYDROLOGIC INFORMATION**

- A. Project Size:  
 Length (Mi.) 2.37  
 Area (Ac.) 3.0
- B. Area to be Graded (Ac.): 5.75
- C. Receiving Water(s), refer to the same ADOT Web Link above:

**III. PRESERVATION OF EXISTING VEGETATION**

- A. In accordance with the specifications, existing vegetation will be preserved. Clearing limits shall be confined to areas that require grading. Existing vegetation outside the boundaries of the cleared area shall be protected from damage by construction activities. Existing trees within the area to be cleared shall be preserved and protected, wherever possible.

**IV. SOIL STABILIZATION MEASURES**

- A. All disturbed soil, which will not be paved, riprapped or otherwise covered to prevent erosion, will be revegetated and/or landscaped in accordance with the project plans and specifications.
- B. Scheduling of the revegetation effort can be found on PART 2 of this sheet under SCHEDULE OF MAJOR ACTIVITIES.

**V. MEASURES TO CONTROL EROSION AND SEDIMENT**

- A. Temporary Erosion and Sediment Controls: (Refer to the SWPPP Site Plan and Specifications)
- Erosion Control Matings
  - Temporary Diversion Dikes
  - Check Dams
  - Rock Inlet/Outlet Protection
  - Sediment Control Berms
  - Silt Fences
  - Wattles (Excelsior/Straw)
  - Excelsior Logs / Sediment Logs
  - Seeding (Class II with mulch)
  - Others Describe: \_\_\_\_\_
- B. Permanent Erosion and Sediment Controls and Post-construction Storm Water Management Measures: (Refer to SWPPP Site Plan and Specifications)
- Crown Ditch/Dike
  - Rock Protection
  - Rock Riprap Channel Lining
  - Sediment Basin
  - Embankment Curb
  - Spillways and Downdrains
  - Minibenching
  - Seeding established as a perennial vegetative cover with a density of 70% of the native background vegetative cover.
  - Others Describe: \_\_\_\_\_

**VI. MAINTENANCE AND INSPECTIONS**

- A. Frequency of Inspections to meet either of the following requirements:  
 At least once every 7 calendar days (weekly), OR  
 At least 14 calendar days (biweekly) and within 24 hours after a rainfall of 0.5 in. or greater.
- NOTE: RAINFALL GAUGE TO BE KEPT ON-SITE TO DETERMINE DEPTH OF RAINFALL
- B. Inspection Procedure:  
 ADOT's Contractor's Inspection Log and Compliance Evaluation Report (CER) will be completed by the contractor or his representative and will be kept on file for 3 years. A signed copy of the CER will be sent to the ADOT resident engineer. If repairs are necessary, they shall be initiated within 24 hours of the inspection report.

**PART 2 - To be completed by ADOT & CONTRACTOR**

Refer to: <http://cfpub.epa.gov/npdes/stormwater/enol.cfm>

**I. SCHEDULE OF MAJOR ACTIVITIES**

- A. Project Schedule: \_\_\_\_\_  
 Start Date: \_\_\_\_\_  
 End Date: \_\_\_\_\_
- B. Construction Sequencing Schedule: (Attach Additional Sheets) Construction Activities \_\_\_\_\_

**II. INVENTORY OF POLLUTANTS**

- A. The materials or substances checked below are expected to be onsite during construction:
- Concrete
  - Paints
  - Herbicides
  - Fuel
  - Others, List: \_\_\_\_\_
  - Asphalt
  - Fertilizer
  - Wood
  - Oil

**III. POLLUTION CONTROL MEASURES**

- A. Other Best Management Practices:
- Wind Erosion and Dust Control
  - Solid Waste Management
  - Equipment Maintenance Procedures
  - Designated Washout Areas
  - Stabilized Construction Entrance
  - Protected Chemical and Material Storage Area
  - Other, Describe: \_\_\_\_\_

**IV. SPILL PREVENTION AND RESPONSE**

- A. Spill Prevention:  
 The procedures outlined in the Best Management Practices listed under Pollution Control Measures will be followed to prevent and contain spills of hazardous material. These preventative action include BMP's on equipment maintenance and proper handling, storage and disposal of chemicals and materials. All manufacturer's recommendations for usage, clean-up and disposal shall be followed.
- B. Spill Response:  
 In the event of any accidental spill of chemicals or hazardous materials, contact the ADOT Traffic Operations Center at 800-379-3701. If a reportable quantity is discharged into the storm water, ADOT shall contact the National Response Center and document the spill to the EPA. ADOT's Hazardous Materials Specialist shall provide instructions.

**V. CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS**

- A. This Storm Water Pollution Prevention Plan (SWPPP) has been prepared in accordance with the latest updated version of ADOT's EROSION AND POLLUTION CONTROL MANUAL FOR HIGHWAY DESIGN AND CONSTRUCTION, published by ADOT Intermodal Transportation Division.
- \_\_\_\_\_ SWPPP is in compliance with other Federal, State Laws, or Local Regulations.

**VI. POLLUTION PREVENTION PLAN CERTIFICATION**

- A. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. (Applies to VI. B., C., and D)
- B. The operator/contractor as defined in NPDES should sign the SWPPP in accordance with PART 3: 3.12 A and retain the SWPPP on-site at the construction site or other location easily accessible during normal business hours.  
 Signature: (operator/contractor) \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 ADOT District: \_\_\_\_\_
- C. ADOT Resident Engineer  
 Signature: (owner) \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 ADOT District: \_\_\_\_\_
- D. MUNICIPALITY for Municipal Separate Storm Sewer System (MS4)  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Municipality: \_\_\_\_\_



**VII. OTHER REQUIREMENTS**

- A. A copy of the General Permit and NOI should be attached.
- B. A copy of the page from the environmental clearance for the project that discusses endangered or threatened species should be attached.
- C. Use the process in NPDES General Permit Appendix C (ESA Review Procedures) to determine eligibility prior to submittal of the Notice of Intent (NOI) for Endangered and Threatened Species and Critical Habit Protection.
- D. A seven-day waiting/review period between NOI submittal and authorization to begin construction will be used by U.S. Fish and Wildlife Service and National Marine Fisheries Service to screen proposed construction activities for potential impacts on endangered species.

DESIGN	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION <b>ROADSIDE DEVELOPMENT SECTION</b>	SHEET OF
DESIGN				
DRAWN				
CHECKED				
TEAM LEADER				
ROUTE	MP	LOCATION	TSAILE MULTI-USE TRAIL	
TRACS NO. AP AAP SL 630 01C			PROJ. NO. TEA-AAP-0 (200) A	7 OF 11

NO.1 DESCRIPTION OF REVISION  
NO.2 DESCRIPTION OF REVISION  
DATE  
MADE BY

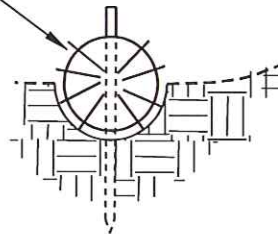
F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
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AP AAP SL 630 01C

Roadway Embankment Slope Tilled With Minor Ridges And Furrows That Are Parallel To New Slope Contours As Per Specifications

OPTION B: Sediment Wattle at Toe of Slope  
(Only As Called Out In Layout Plans And/Or In Special Provisions)

20" Sediment Wattle



**NOTE TO THIS DETAIL**

When called out on layout plans and/or In Special Provisions, for urban situations, or where surface materials are not available, use wattles. Wattles shall be selected, installed, and maintained in accordance with manufacturers' specifications and good engineering practices. Refer to Sediment Wattle Detail.

**Notes:**

Locate Sediment Control Berms as indicated on plans or as directed by the Engineer. Surface materials i.e. soil, rock, branches, leaves, slash and chips shall be scraped from the existing grade as needed to construct the erosion berm prior to placement of roadway embankment. After scraping material into berm, compact berm as shown. Rock and slash shall extend no more than 4" above the surface. Sediment Control Berm shall be constructed on the same contour and beyond the toe of new slope. For the seeded areas, tillage is to be performed to form minor ridges and furrows that are parallel to new slope contours and as specified in Section 805.

The installation and maintenance of Sediment Control Berm BMPs shall not negatively impact traffic safety, as well as the designed function of roadway or bridge drainage facilities. For erosion/sediment control purposes, Sediment Control Berm BMPs shall be installed and maintained to carry the stormwater of at least 2-year, 24-hour events.

Sediment Control Berms may be paid as a part of slope construction. When paid separately, the Sediment Control Berm BMP's pay/bid item shall include all materials used for this BMP, all ground preparation, furnishing, installing, final removal, and disposal of this temporary BMP, as well as returning the area to an acceptable condition as approved by the Engineer.

OPTION A: Sediment Control Berm at Toe of Slope

Sediment Control Berm to Be Constructed On the Same Contour (Compacted Surface Materials)

Apply Filter fabric, when specified in special provisions (Turndown fabric under topsoil 6" min. Refer to FABRIC TURNDOWN DETAIL I.)

Field adjust and correct Sediment Control Berm BMP immediately if it is causing flooding and/or affecting roadway safety.

Remove Sediment Control Berms as per the Direction of the Engineer or as soon as practicable upon stabilization of the construction disturbed area.

**Detail E5**

SEDIMENT CONTROL BERM  
( N. T. S., TYP. )

( N. T. S., TYP. )

Approved fill line

20'-0" to 25'-0"

5'-0"

2'-0"

1'-0"

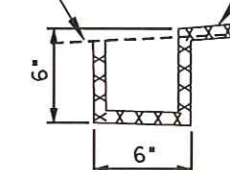
Existing Ground

Scrape Surface for Sediment Control Berm

Toe Of Slope

Finish Grade

Filter Fabric



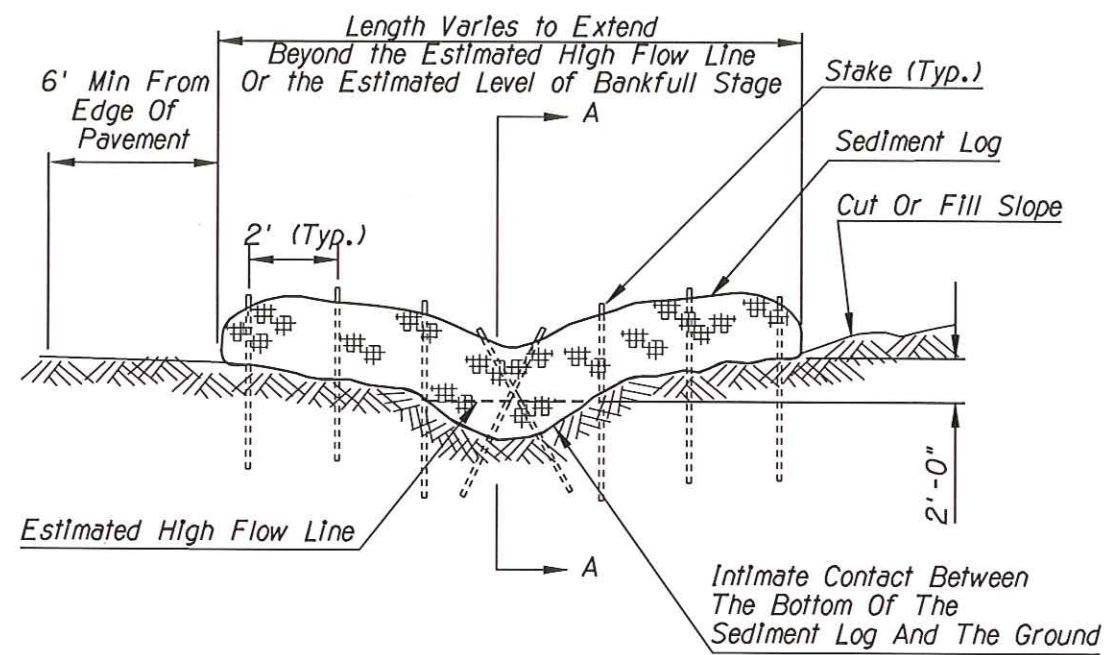
FABRIC TURNDOWN DETAIL I



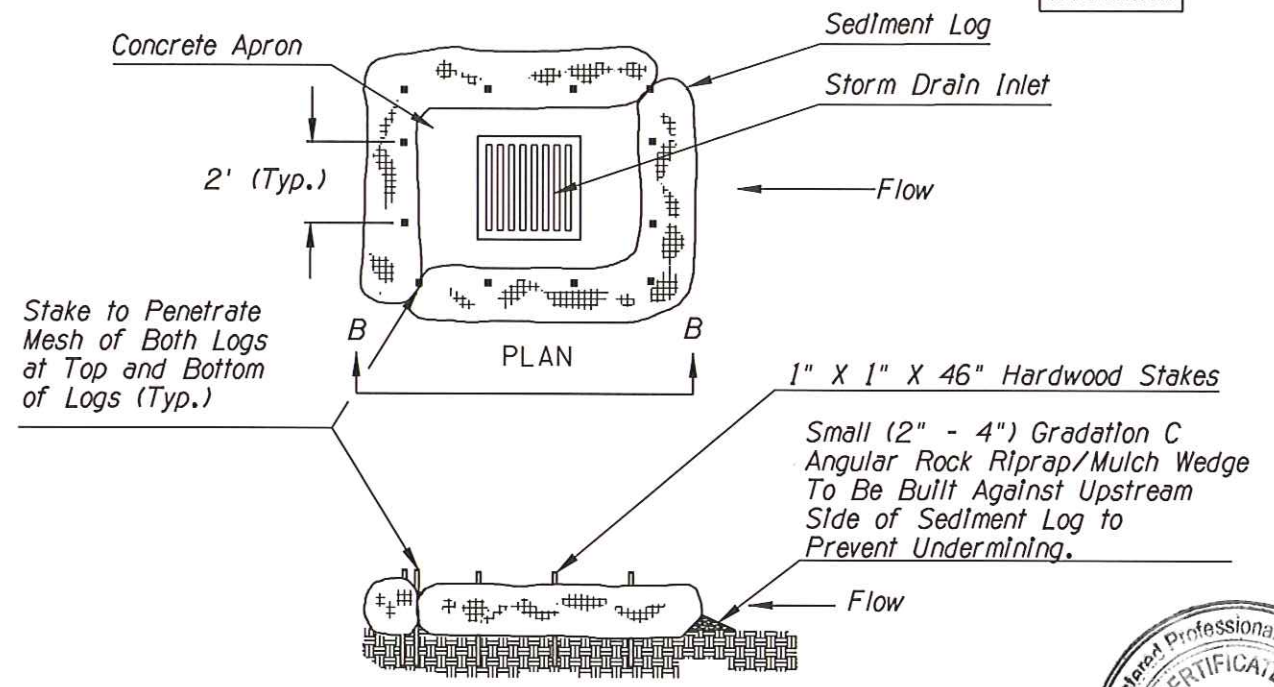
DESIGN	E LEROY BRADY	03-2010	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION <b>ROADSIDE DEVELOPMENT SECTION</b>	SHEET OF
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DRAWN	TAO ZI FONG	03-2010		
CHECKED	E LEROY BRADY	03-2010		
TEAM LEADER	E LEROY BRADY	03-2010		
ROUTE MP LOCATION			TSAILI MULTI-USE TRAIL	SHEET OF
TRACS NO. AP AAP SL 630 01C			PROJ. NO. TEA-AAP-0(200)A	8 OF 11

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	TEA-AAP-0(200)A	9	11	

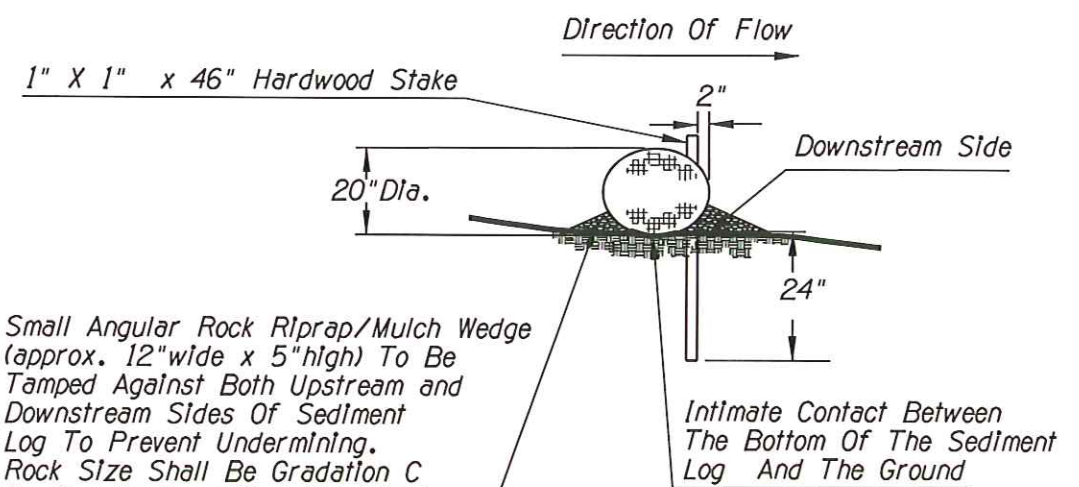
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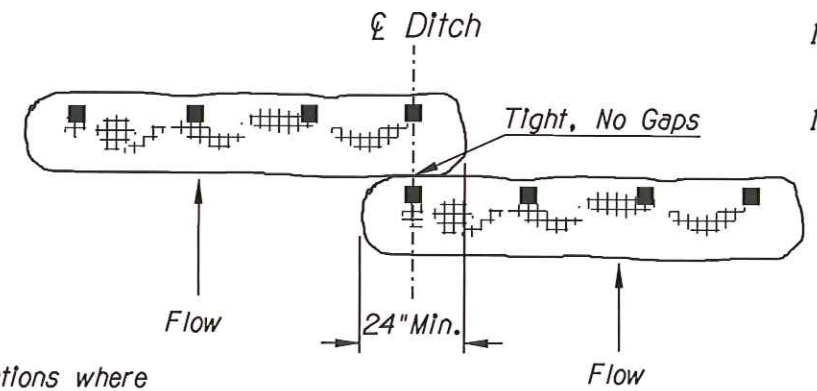
SEDIMENT LOG IN DITCH/CHANNEL SECTIONAL ELEVATION (NTS)



SEDIMENT LOG AT STORM DRAIN SECTION-ELEVATION B-B (NTS)



SECTION A-A (NTS)



TYPICAL OVERLAP PLAN (NTS)

Small Angular Rock Riprap/Mulch Wedge (approx. 12" wide x 5" high) To Be Tamped Against Both Upstream and Downstream Sides Of Sediment Log To Prevent Undermining. Rock Size Shall Be Gradation C As Per Section 810-2.03 Of The ADOT Standard Specifications For Road And Bridge Construction.

NOTES:

- No Sediment Logs shall be installed in the urban freeway medians, as well as where cable barrier systems are employed.
- Sediment Logs shall be located as indicated in plans SWPPP or as directed by the Engineer.
- Logs shall be selected, installed, and maintained with manufacturers' specifications and good engineering practices.
- Lay sediment log across prepared ditch or channel. Trenching or burial of Sediment Logs is not required. The intimate contact between the bottom of the log and the ground is mandatory. The logs shall be installed in the ditch, swale or channel bottom perpendicular to the flow of water as shown on detail this sheet.
- Stake log as shown. Stakes shall be placed through downstream side only as shown.
- DO NOT drive stakes through center of the log. Stakes must be driven into the ground as shown.
- Ensure that no gaps exist between soil and bottom of Sediment Log. Repair any rills or undercuts promptly.
- In rock conditions the Engineer will evaluate placement of Sediment Logs.
- For ditch slopes that exceed 5%, install rock riprap for channel/ditch lining or rock check dams in place of Sediment Logs.
- Remove sediment log BMPs within the ditches/channels and around the storm drain inlets as per the Direction of the Engineer or as soon as practicable upon stabilization of the construction disturbed area.
- Contractor to dispose Sediment Logs and trapped sediment material and to fill shallow trench created by Sediment Log.
- The installation and maintenance of Sediment Log BMPs shall not negatively impact traffic safety, as well as the designed function of roadway or bridge drainage facilities. For erosion/sediment control purposes, Sediment Log BMPs shall be installed and maintained to carry the stormwater of at least 2-year, 24-hour events.
- The Sediment Log BMP's pay/bid item shall include all materials used for this BMP, all ground preparation, furnishing, installing, final removal, and disposal of this temporary BMP, as well as returning the area to an acceptable condition as approved by the Engineer.
- Field adjust and correct Sediment Log BMP immediately if it is causing flooding and/or affecting roadway safety.

Note: Overlap applies to situations where ditch/channel is wider than length of single Sediment Log.

DETAIL E1

DESIGN	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SECTION
DESIGN	E LEROY BRADY	03-2010	EROSION/SEDIMENT CONTROL AND WATER QUALITY PROTECTION DETAILS
DESIGN	TAO ZI FONG	03-2010	
DRAWN	TAO ZI FONG	03-2010	
CHECKED	E LEROY BRADY	03-2010	
TEAM LEADER	E LEROY BRADY	03-2010	
ROUTE	MP	LOCATION	TAILE MULTI-USE TRAIL
TRACS NO. AP AAP SL 630 01C			SHEET 9 OF 11

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
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**NOTES**  
Sediment wattles to be installed as slopes are constructed to grade or as directed by the Engineer. They shall be selected, installed, and maintained in conformance with manufacturers' specifications to meet site conditions for slope protection and in accordance with good engineering practices. No sediment wattles shall be installed in the urban freeway medians, as well as where cable barrier systems are employed.

Trenches to be constructed along and parallel to the contours. Trench depth to be 1/3 the thickness of the sediment wattle. Place excavated material on uphill side of trench.

Locate sediment wattles as indicated on plans or as directed by the Engineer. Space wattle trenches according to the following schedule:

Slope Ratio	Maximum Spacing Intervals
1:1 and Steeper, Apply Minibenching or Other Suitable BMPs.	
2:1	10'-0"
3:1	20'-0"
4:1	30'-0"
5:1	40'-0"
6:1	40'-0"

Sediment wattles to be in continuous contact with trench bottom and sides. No daylight should be seen under the wattle. Do not overlap the ends on top of each other.

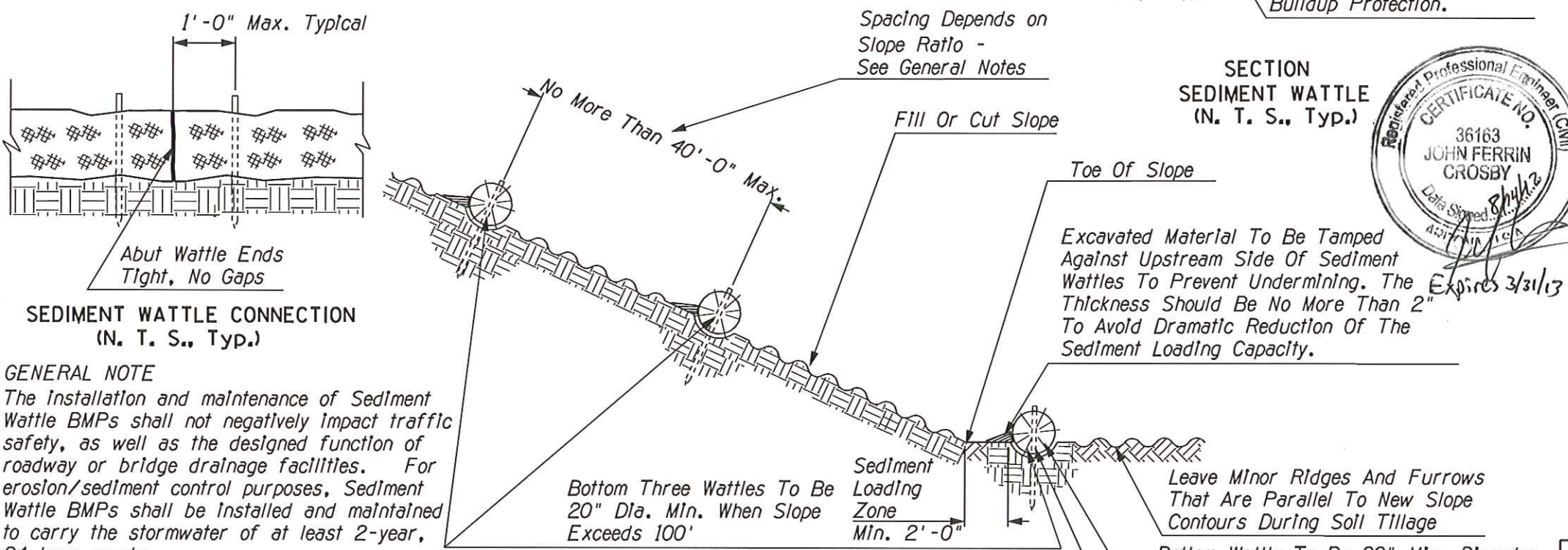
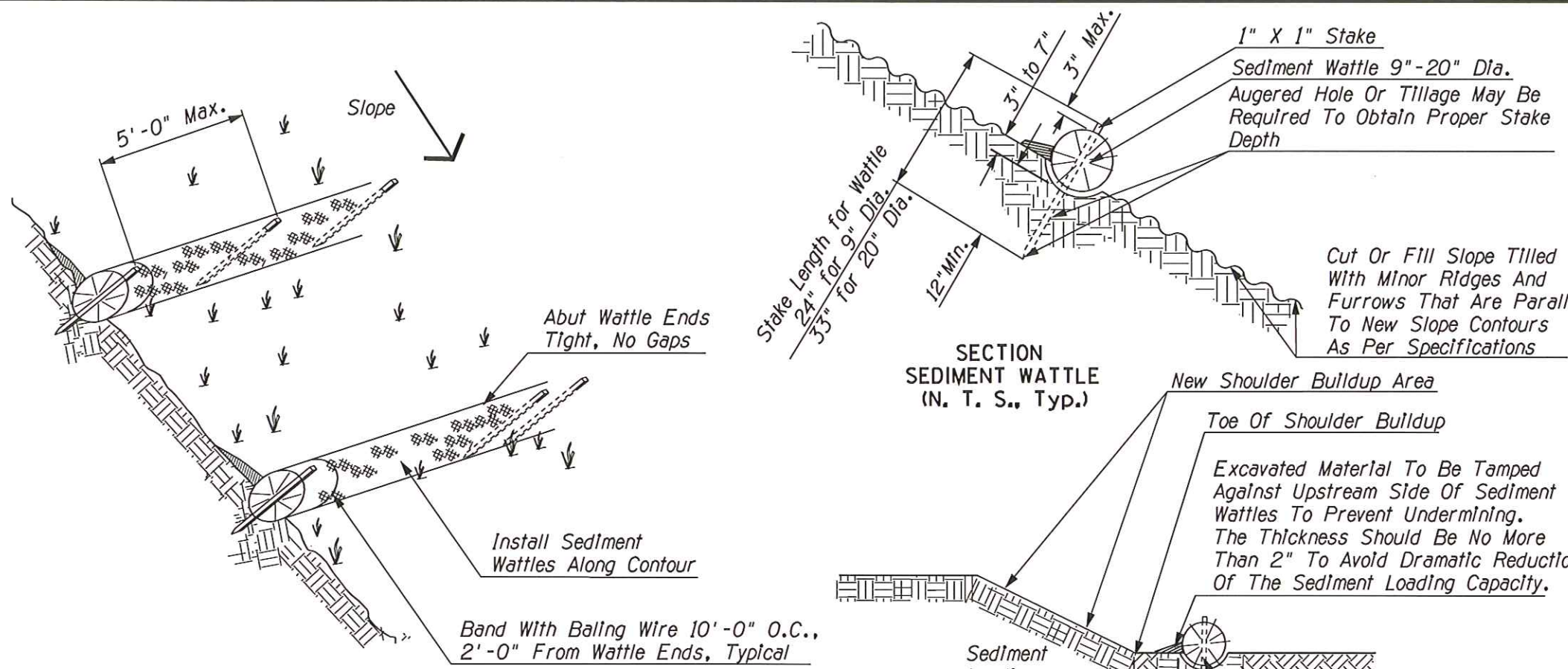
Stakes to penetrate soil of trench bottom 12" minimum. Stake to be exposed 3" maximum above top of wattle. Space stakes 5'-0" o.c. Max., 1'-0" max. At wattle ends, typical. A 20" dia. wattle may be made from 2 - 3 rolled excelsior or straw blankets.

Repair any rills or gullies promptly. Field adjust and correct wattle BMP immediately if it is causing flooding and/or affecting roadway safety.

Construction of cut slopes 2:1 and steeper in soil and rock materials that can be ripped shall whenever possible be constructed using minibenching best management practice (BMP).

Where minibenches are used, loosening the surface soil is not required. For the seeded areas, tillage is to be performed to form minor ridges and furrows that are parallel to new slope contours and as specified in Section 805 of Standard Specifications.

DESIGN	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SECTION
DESIGN	E LEROY BRADY	03-2010	EROSION/SEDIMENT CONTROL AND WATER QUALITY PROTECTION DETAILS
DESIGN	TAO ZI FONG	03-2010	
DRANN	TAO ZI FONG	03-2010	ROUTE MP LOCATION
CHECKED	E LEROY BRADY	03-2010	
TEAM LEADER	E LEROY BRADY	03-2010	TSAILI MULTI-USE TRAIL
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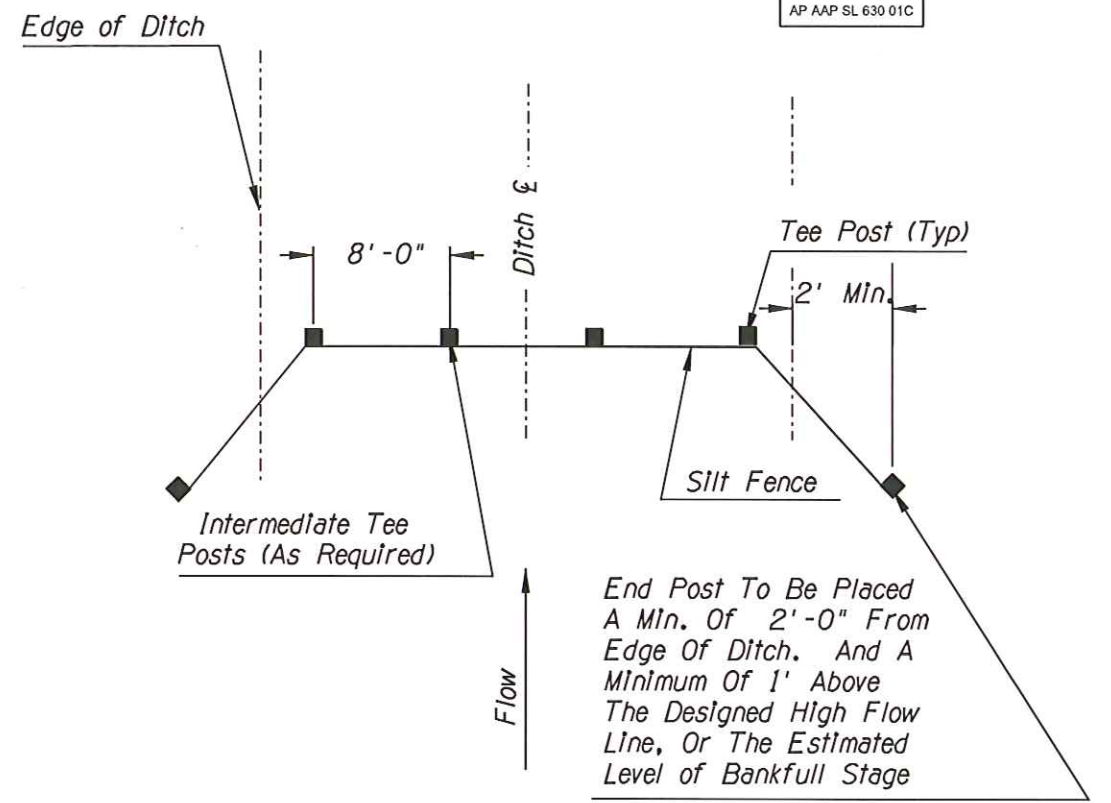
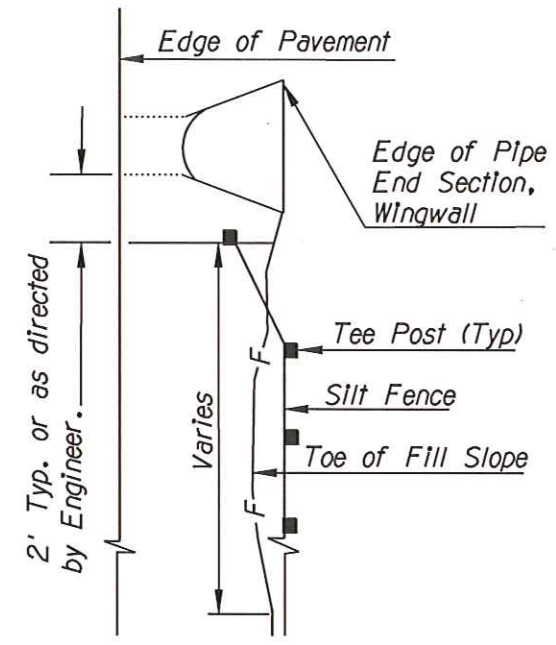
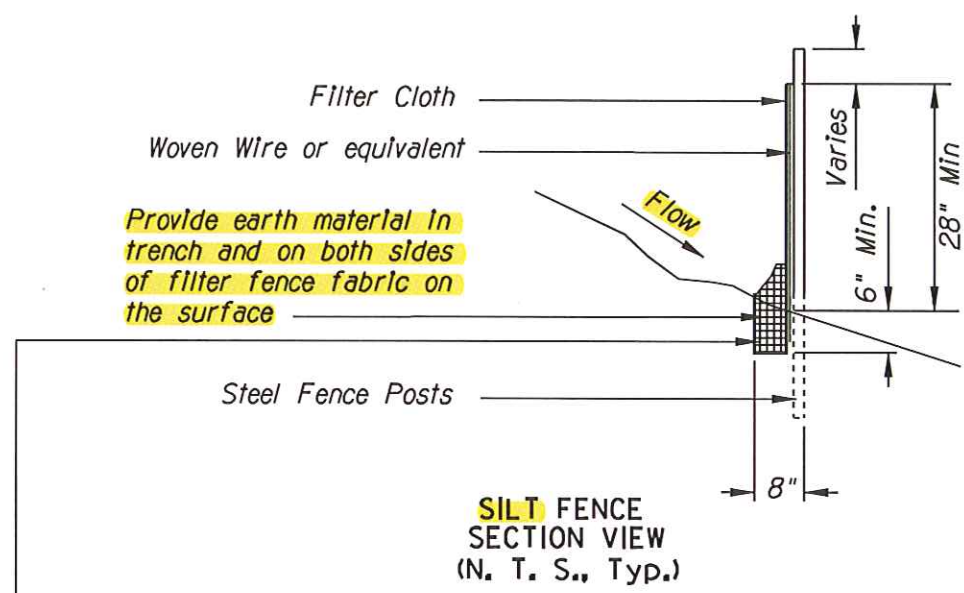
**GENERAL NOTE**  
The installation and maintenance of Sediment Wattle BMPs shall not negatively impact traffic safety, as well as the designed function of roadway or bridge drainage facilities. For erosion/sediment control purposes, Sediment Wattle BMPs shall be installed and maintained to carry the stormwater of at least 2-year, 24-hour events.

The Sediment Wattle BMP's pay/bid item shall include all materials used for this BMP, all ground preparation, furnishing, installing, final removal, and disposal of this temporary BMP, as well as returning the area to an acceptable condition as approved by the Engineer.

**SECTION SEDIMENT WATTLE (N. T. S., Typ.)**  
**DETAIL E4 SEDIMENT WATTLE**

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
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Silt fence filter fabric in the installation trench shall be buried a minimum of twenty inches. The section of the trench shall be a minimum of 6" (deep) X 8" (wide). Filter fabric is to be buried along the side and bottom of the trench and back up to the upstream slope grade. Silt fence filter fabric section shall be a "J" form to prevent under cuts and carry stress from upstream sediment loading.

**GENERAL NOTES:**  
Silt fences are for temporary erosion/sediment control in terms of sheet flow and minor concentrated flow areas only; they shall be selected, installed, and maintained with manufacturer's specifications and good engineering practices. Remove Silt Fences as per the Direction of the Engineer or as soon as practicable upon stabilization of the construction disturbed area.

Silt fences are to be installed at areas of construction disturbance as required; especially, the downslope perimeters of construction disturbed areas.

The contractor shall supply a rain gauge and monitor the amount of rainfall and document the precipitation results within 24 hours of their occurrence and submit this information to the Engineer.

Once a silt fence has been installed it is the responsibility of the contractor to properly maintain this device.

The installation and maintenance of Silt Fence BMPs shall not negatively impact traffic safety, as well as the designed function of roadway or bridge drainage facilities. For erosion/sediment control purposes, Silt Fence BMPs shall be installed and maintained to carry the stormwater of at least 2-year, 24-hour events.

The Silt Fence BMP's pay/bid item shall include all materials used for this BMP, all ground preparation, furnishing, installing, final removal, and disposal of this temporary BMP, as well as returning the area to an acceptable condition as approved by the Engineer.

Field adjust and correct Silt Fence BMP immediately if it is causing flooding and/or affecting roadway safety.

Filter cloth shall be a woven polypropylene fabric and shall conform to the following specifications:

**FILTER FABRIC SILT FENCE DITCH CHECK FOR MINOR FLOW SITUATION (N. T. S., Typ.)**

- Apparent Opening Size - 20-50 US Std. Sieve
- Mullen Burst - 200-275 p.s.i.
- Trapezoidal Tear - 50-60 lbs.
- Grab Elongation - 15-25%
- Grab Tensile - 100 lbs. min.
- UV Resistance - 70-90 %

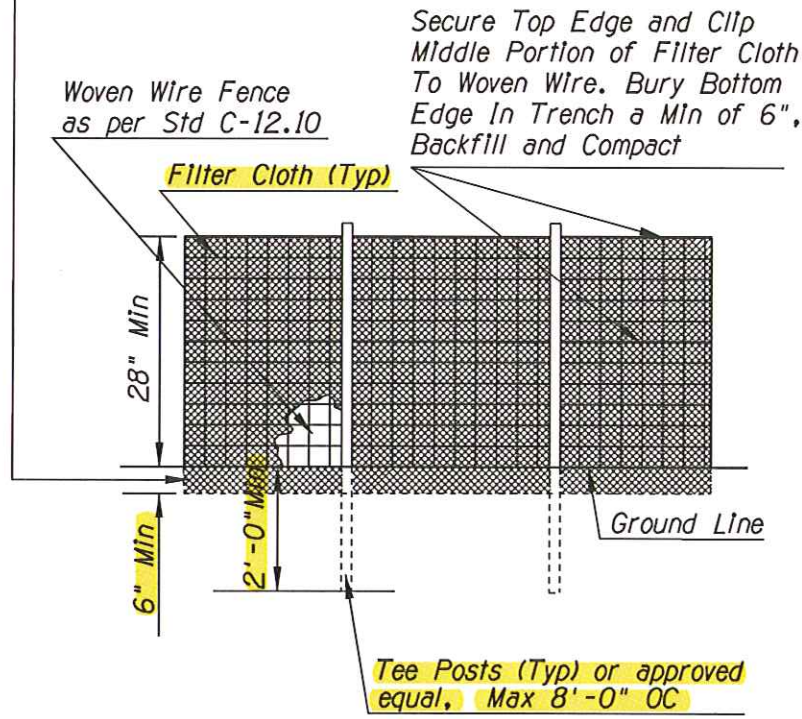
Wire mesh fence fabric shall be standard woven wire fence fabric, as specified in Construction Standard C-12.10 . Expires 3/31/13

Posts shall be steel line posts as specified in Construction Standard C-12.10. with a minimum length of 6'-0" .

Plastic filter cloth shall be attached to the top wire and midpoint of the fence fabric every 3'-0" and shall also be attached to the posts at the top, middle, and bottom with wire ties.

Unless otherwise specified, silt fences shall be installed on the same elevation or contour line.

Silt fence ditch check shall not be applied within the banks of living streams or natural washes. They shall not be applied within the flow path of box or pipe culvert inlets and outlets.



**DETAIL E6**

**SILT FENCE ELEVATION VIEW (N. T. S., Typ.)**

DESIGN	E LEROY BRADY	03-2010	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION <b>ROADSIDE DEVELOPMENT SECTION</b> EROSION/SEDIMENT CONTROL AND WATER QUALITY PROTECTION DETAILS	SHEET OF 11 OF 11
DESIGN	TAO ZI FONG	03-2010		
DRAWN	TAO ZI FONG	03-2010		
CHECKED	E LEROY BRADY	03-2010		
TEAM LEADER	E LEROY BRADY	03-2010		
ROUTE	NA	NA	LOCATION	TSAILI MULTI-USE TRAIL
TRACS NO. AP AAP SL 630 01C			PROJ. NO.	TEA-AAP-0(200)A