



**TABLE OF CONTENTS**

	<u>Page No.</u>
Notice To Contractors	N-1 Thru N-2
General Provisions	G-1 Thru G-11
Special Provisions	S-1 Thru S-23
Department of the Army 401 Certification And 404 Permit	1721-1
Federal-Aid Contract Provisions	
Eprise	Eprise-1 Thru Eprise-11
Mentor	Mentor-1 Thru Mentor-6
102Nobid	Nobid-1
102Loby	Loby-1
103Award	Award-1
Scope	Scope-1 Thru Scope-2
923TRN	TRN-1 Thru TRN-3
Proposal	P-1 Thru P-4
Surety Bond	SB-1 Thru SB-2
Affidavit By Contractor Certifying No Collusion In Bidding For Contract	NC-1
Bidder's Project References	PR-1
Subcontractor List	PR-2
Contract	C-1 Thru C-2
Performance Bond	B-1 Thru B-2
Payment Bond	B-3 Thru B-4
Certificate Of Insurance	CI-1 Thru CI-2
Contractor's Affidavit	AF-1
Required Contract Provisions All Federal-Aid Construction Contracts (Form FHWA 1273 Revised April, 1993)	
Amendment To Required Contract Provisions For Federal Aid Construction Contracts, Form FHWA 1273, Entitled Appendix A - Payment Of Predetermined Minimum Wage	
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), July 1, 1978, Revised November 3, 1980 and Revised April 15, 1981	

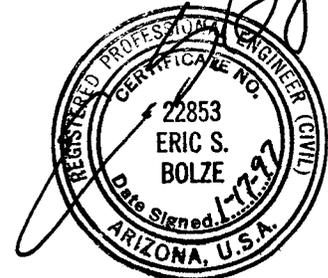


Table Of Contents Continued

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

Compliance Reports, Federal-Aid Projects, February 1, 1977,  
Revised July 1, 1978, Revised November 3, 1980,  
Revised April 15, 1981, and Revised September 7, 1983

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

Wage Determination Decision

Certificate With Regard To Performance Of Previous Contracts Or  
Subcontractors Subject To The Equal Opportunity Clause And  
The Filing Of The Required Reports, Federal Aid Projects,  
April, 1969, Rev. 03-31-89

Affidavit - Disadvantaged Business Enterprises

Affidavit By Contractor Certifying That There Was No Collusion In  
Bidding For Contract

***SPECIAL NOTICE***

***BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE. THE OUTSIDE  
LOWER RIGHT HAND CORNER SHALL BE MARKED: BID OF \_\_\_\_\_  
\_\_\_\_\_, CONTRACTOR, FOR***

***RIO SALADO NORTH BANK BIKE PATH  
CITY OF TEMPE PROJECT NO. 956598***

**CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING**

**NOTICE TO CONTRACTORS**

**RIO SALADO NORTH BANK BIKE PATH  
CITY OF TEMPE PROJECT NO. 956598  
A.D.O.T. TRACS NO. 0000 MA TMP SL 393 01C**

Sealed bids will be received by the City of Tempe, Arizona, Public Works Administration, City Hall West Garden Level, 31 East 5th Street, Tempe, Arizona 85281, 10:00 A.M., March 31, 1997. At that time, bids will be opened and publicly read aloud in the Public Works Conference Room. Bids received after the time specified will be returned unopened.

The proposed work will consist of installation of CONCRETE BIKE PATH, DECORATIVE PAVING, LIGHTING, LANDSCAPE AND IRRIGATION together with associated work and shall be accomplished in accordance with the "Maricopa Association of Governments Uniform Standard Specifications and Standard Details for Public Works Construction", and "The City of Tempe Supplements thereto", and ADOT Standard Specifications except as otherwise set forth in the Contract Documents.

All labor employed on this project shall be paid in accordance with the minimum wage rates shown in the General Wage Decision No. AZ960002. These rates have been determined in accordance with the requirements of the law and issued by the Secretary of Labor for this project. The wage scale is on file in the Public Works Department and copies may be obtained at all reasonable times.

The City of Tempe hereby notifies all bidders that pursuant to this advertisement for bids, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

The minimum goals for participation by Disadvantaged Business Enterprises in the work, as a percentage of the total amount bid, shall be 10%.

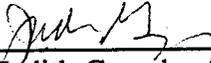
A bid guarantee acceptable to the City of Tempe in the amount of 10% of the proposal shall be submitted with the proposal. Personal or individual surety bonds are not acceptable. The City requires all bonding companies and liability and excess insurance carriers to have a rating of "A-" or better as listed in the most recent "Best Key Rating Guide (Property and Casualty)" published by A.M. Best Company.

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

A set of plans, specifications and other contract documents may be purchased from the City Engineering Division upon payment of twenty dollars (\$20.00) or checked out for a ten (10) day review period upon deposit of twenty dollars (\$20.00).

Work shall not start until after the date of issuance of Notice to Proceed and shall be completed within ninety (90) calendar days thereafter.

The City of Tempe reserves the right to reject any and all bids and to waive any informality in the bids received. Award will be made or bids will be rejected within sixty (60) days after bid opening.

  
\_\_\_\_\_  
Judith Greenberg  
Public Works Director

PUBLISH: March 3, 1997, through March 7, 1997.

## GENERAL PROVISIONS

### SPECIFICATIONS

All work done under this contract shall be accomplished in accordance with the Maricopa Association of Governments Uniform Standard Specifications and Standard Details for Public Works Construction, the City of Tempe Supplement thereto, and ADOT Standard Specifications, except as modified in these Special Provisions.

In the event of any conflict between these Project Specifications and the requirements of the above referenced specifications, codes and regulations, these Project Specifications shall prevail. All bids to receive considerations shall be made in accordance with the General Conditions of the Standard Specifications as set forth hereinafter.

### SECURING DOCUMENTS

Copies of specifications, special provisions, and other proposed contract documents are on file in the office of the City Engineer, City Hall, 31 East Fifth Street, Tempe, Arizona, and are open for public inspection. A set of such documents may be obtained from the City Engineer, upon payment of twenty dollars (\$20.00), which payment will not be returned. In addition, a set is available to be checked out for a period of ten (10) days upon deposit of twenty dollars (\$20.00). If the plans and specifications are returned in the original condition (without marks or alterations) and are returned within the specified ten (10) day period, the deposit will be returned. If either of these conditions are not met, the deposit will not be returned but will instead be kept as payment.

### INTERPRETATIONS OF DRAWING AND DOCUMENTS

If any person submitting a bid for the proposed contract is in doubt as to the true meaning of part of the specifications or other contract documents, or finds discrepancies in, or omissions from the specifications, he may submit to the Tempe City Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made by Addendum duly issued, and a copy of each addendum will be mailed or delivered to each person receiving a set of such documents. The City of Tempe will not be responsible for any other explanation or interpretations of the documents.

### ADDENDA

Addenda issued during the time of bidding shall be attached to and made a part of the contract documents.

### BID SECURITY

Each proposal shall be accompanied by a certified check, cashier's check, or bid bond acceptable to the City in an amount equal to at least ten percent (10%) of the proposal, payable without condition to the City as a guarantee that the bidder, if awarded the contract, will promptly execute such a contract in accordance with the proposal and in manner and form required by the Contract Documents. Each bid bond shall be executed by a surety company or companies duly authorized to do business in the state and all bond documents shall be executed pursuant to the requirements of Arizona Revised Statutes. The bid security of the two lowest bidders will be retained until the contract is executed or other disposition is made thereof. The bid security of all bidders except the two lowest will be returned promptly after the award of contract.

## **PROPOSAL**

Bids shall be properly executed upon the proposal form attached to and made a part of the contract documents, with items properly filled out. The signature of all persons signing shall be in longhand. The completed forms shall be without interlineations, alterations, or erasures. In case of an error in the extension of unit prices and the totals, the unit price shall govern.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered except as called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

## **BID SUBMISSION**

In submitting a bid, the holder of a bid proposal shall completely execute the following documents: Proposal, Bidding Schedule, Surety (Bid Bond), Certification with regard to the performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and the filing of required reports, Federal Aid Projects, April, 1969, Rev. 03-32-89, Affidavit-Disadvantaged Business Enterprises, Affidavit by Contractor certifying that there was no collusion in bidding for contract, and Subcontractor's List.

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

## **IRREGULAR BIDS**

Proposal will be considered irregular and will be rejected for any of the following reasons:

If any of the unit prices quoted in the bidding schedule are unbalanced, either above or below the amount of a reasonable bid price, to the potential detriment of the City.

If the bidder or surety fails to sign the bid bond, unless a certified or cashier's check is submitted with the proposal.

If the bidder fails to sign the proposal document.

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

## **INSURANCE AND BOND RATING REQUIREMENTS**

Personal or individual bonds are not acceptable.

Bonding companies and Liability and excess insurance carriers shall be "Best Rated A-" or better as currently listed in the most recent "Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company. This requirement does not apply to the Workmen's Compensation/Employers Liability portion on the Certificate of Insurance.

Each such bond SHALL be executed by a surety company or companies duly licensed to do business in the State of Arizona. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, and the bond shall have attached thereto a certified copy of Power of Attorney of the signing official.

## **INSURANCE REQUIREMENTS**

The Contractor's attention is directed to Section 103.6 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction and all such required insurance policies shall additionally provide full coverage of indemnity to the City as set forth below including an increase in the minimum limits to \$5,000,000 combined single limit coverage. The proof of insurance shall be submitted to the City Engineer prior to execution of contract. Builders Risk Insurance shall be provided as applicable, in accordance with Section 103.6C.

## **BONDS REQUIRED**

Bonds in the following amounts will be required at the time of executing the formal contract and must meet the requirements of Arizona Revised Statutes Title 34, Chapter 2:

1. Performance bond, one hundred percent (100%) of the contract price.
2. Payment bond, one hundred percent (100%) of the contract price.

## **EXECUTION OF CONTRACT AND BONDS**

The form of the contract, which the successful bidder, as Contractor, will be required to execute and the form of bonds which he will be required to furnish, are included in the contract documents and should be carefully examined by the bidder. The successful bidder will be required to execute the bonds and the standard form of contract in three (3) original counterparts within ten (10) days after formal notice of award of contract. Failure to execute a contract and file satisfactory contract bonds as provided herein within ten (10) calendar days after the date of Notice to Award, shall be just cause for the cancellation of the award and the forfeiture of the bid security which shall become the property of the City of Tempe, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lower responsible bidder or the work may be re-advertised as the City of Tempe may decide.

## **LICENSES**

The Contractor must carry the appropriate State of Arizona contractor's license for the proposed work at the time of the award. If the low bidder does not have the appropriate license, the City reserves the right to reject their bid and award it to the lowest bidder who has the appropriate license.

Prior to execution of the contract documents, the low bidder must possess a valid City of Tempe Transaction Privilege License and shall provide the Permit Number of such for validation.

The Contractor must obtain a license from the Flood Control District of Maricopa County (FCDMC) prior to construction. Contact Mike Lopez at the FCDMC at 506-1501 to obtain the license. The primary purpose of the license is to enable the FCDMC to be aware of the project and to ensure that the flood control features are not damaged or otherwise adversely impacted. The license request must be accompanied with three sets of final plans and specifications.

## **EXAMINATION OF PREMISES**

The Contractor shall visit the site of the project and shall fully acquaint himself with the conditions as they exist, so that he may fully understand the facility, difficulties and restrictions of attending the execution of the work.

Bidders shall also thoroughly examine and be familiar with the specifications and other contract documents. The failure of the Contractor to obtain, receive or examine any addenda to the proposed contract documents, or to visit the site and acquaint himself with the conditions there existing, shall in no way relieve him from any obligation with respect to his proposal.

By submitting a proposal, the Contractor agrees that he has examined the site, specifications and other contract documents and accepts, without recourse, all site conditions and the proposed contract documents.

### **HAUL PERMIT**

In any operation where more than one-tenth of an acre of surface area is disturbed and/or when unpaved onsite haul roads are used, the Contractor will obtain a Maricopa County Earth Moving Permit as required under Rule 200 of the Maricopa County Division of Air Pollution Control Requirements. This permit will require that a Control Plan to mitigate dust and tracking problems be submitted to the County for approval prior to issuance of the Earth Moving Permit. The Control Plan should be submitted to the City of Tempe for review prior to County submittal to ensure that all elements of the planned operation are covered. Please contact the Maricopa County Division of Air Pollution Control at 506-6700 for additional details.

In addition, all Contractors hauling fill or excavation materials where the haul exceeds 5000 cubic yard or when the duration of the haul is more than 10 working days are required to obtain a hauling permit before the hauling operation begins. Prior to receiving a hauling permit, the Contractor must submit the required certificate of insurance, a plan showing the proposed haul routes and a complete schedule of his hauling operation to the City of Tempe Transportation Division. Prior to submittal, the Contractor should contact Engineering Services for complete details.

### **INDEMNITY**

To the fullest extent permitted by laws and regulation, the Contractor shall indemnify and hold harmless the City, its engineer, architect, their employees and agents, from and against all losses and expenses, direct, indirect or consequential, and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against them by any reason of any act, omission, negligence or claimed negligence of the City, its engineer, architect, their employees and agents, other than for loss or damage resulting from the sole negligence of the City, its engineer, architect, their employees and agents, arising from the work, completed work, or product under this contract.

In any and all claims against the City or any of its agents, or employees by any employee of contractor, subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work under the contract or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City or any person or organization under workers's or workman's compensation acts, disability benefit acts or other employee benefits acts.

### **PLANS TO THE SUCCESSFUL BIDDER**

The successful bidder may obtain (7) sets of Specifications for this project from the office of the City Engineer, at no cost.

If he desires more than seven (7) sets, he shall be required to pay the reproduction cost of twenty dollars (\$20.00) each.

### **START AND COMPLETION OF WORK**

Work shall start as soon as practical after the starting date specified in the Notice to Proceed and shall be completed within ninety (90) calendar days thereafter.

### **CONTRACTOR'S CONSTRUCTION SCHEDULE**

Within ten (10) days after execution of the contract, the Contractor shall furnish the City Engineer a proposed Construction Progress Schedule, in the form of a Ghant Chart or Critical Path Method (CPM) diagram, indicating dates of commencement and completion of all major activities required in the contract. During construction, the Contractor shall maintain and revise the construction schedule to reflect changes or conditions encountered in the construction work.

### **CONTRACTOR'S REPRESENTATIVE**

The Contractor shall at all times be present at the work in person or represented by a foreman or other properly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

### **NON-DISCRIMINATION**

In connection with the performances of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The Aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the Non-Discrimination clause.

### **RELOCATION OF UTILITIES**

Except as otherwise provided in the plans or project specifications, all utilities in conflict with the new work will be relocated by the owner thereof.

### **MISCELLANEOUS REMOVAL AND RELOCATIONS**

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or implied by the plans and specifications, and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate bid item. Also, certain items require temporary removal and reinstallation such as mail box stands, sign posts, survey monument frames and covers, etc., and are included in this category.

### **EXCESS MATERIALS**

Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete shall be disposed of by the Contractor. The Contractor shall, prior to commencement of the work, submit a letter to the City Engineer stating the location of disposal sites(s) for all excess material and certifying that he has obtained the property owner's permission for the disposal of all surplus material.

### **ENVIRONMENTAL REQUIREMENTS**

The Contractor shall comply with all Federal, State, and Municipal regulations, laws, and policies relating to air, ground water quality, and water conservation. In addition, the following requirements are applicable for City construction projects.

1. Non-pick up sweepers will not be allowed except as required to make joints during chip sealing operations.
2. Water flooding of trenches with potable water will not be permitted.
3. All paints applied by sprayers shall be a water based type.
4. Provisions shall be made to prevent the discharge of construction silt, mud, and debris into City storm drains or streets.
5. Spills of oil, gas, chemical, or any other hazardous materials must be reported and removed by approved procedures. Mitigation measures shall be taken to prevent contamination of construction storage sites.
6. Concrete waste must be disposed of in an approved location and at least 25 feet from established landscaping.
7. City of Tempe refuse roll-off containers shall be used on City projects.
8. Hazardous wastes shall not be discharged into the City's sanitary sewers or storm drainage system. All waste products shall be disposed of in accordance with applicable regulations.
9. The discovery of archeological ruins or artifacts must be reported immediately, and excavation shall not resume in the identified area until approved by the Engineer.
10. The Contractor shall take whatever steps, procedures, or means to prevent abnormal, material spillage, or tracking conditions due to this construction operations in connection with the Contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the City Engineer, in accordance with Rule 200 of the "Maricopa County Health Department Air Pollution Control Regulations", which require that an Earth Moving Permit be issued and a Control Plan be approved prior to commencement of work. Contact the County at 506-6700 for details.
11. The Contractor shall comply with all applicable Federal Regulations concerning NPDES permits for storm discharges from construction sites. The Contractor shall file for the N.O.I.

No additional payment will be made for compliance with the above items.

In addition to the above, the use of new products made with reclaimed material and that meet project specifications, are encouraged.

### **CLEAN-UP**

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

### **APPROXIMATE QUANTITIES**

It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated, as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City of Tempe will not be held responsible if any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this contract.

### **MISCELLANEOUS WORK AND ALLOWANCES**

The following items will be included in the work with no direct payment allowed. Payment shall be included in the payment for other items for which direct payment is made.

1. Contractor's expenses for, but not limited to, job site office, storage facilities, traffic control and public safety devices, sanitary facilities, utilities and telephone.
2. Cleanup including day to day cleanup.
3. Notification to residents adjacent to this project prior to start of construction which would affect them.
4. Water required for compaction or dust control.
5. Miscellaneous removals and relocations not otherwise specified in the Technical Provisions.
6. Power pole bracing.
7. Removal of trees twelve inches (12") or less in diameter.
8. Removal, relocation and/or modification of existing walls and fences.
9. Trimming of trees and bushes.
10. Replacement of plant material and repair of irrigation equipment to meet or exceed conditions existing prior to Contractor beginning work.

### **SUPERVISION BY CONTRACTOR**

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

### **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until that phase is completed and accepted by the City Engineer. Estimate or partial payment of work so completed shall not release the Contractor from such responsibility but he shall turn over the entire work in full accordance with these specifications before final payment can be made.

### **SURVEY CONTROL POINTS**

Existing survey markers (brass caps, hand holes or iron pipes) shall be protected by the Contractor or removed and replaced under the direct supervision of the City Engineer or his authorized representatives in accordance with the Accuracy Standards, defined as Second Order, Class II by the Federal Geodetic Control Committee (Horizontal & Vertical). Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

### **CONSTRUCTION STAKING**

Construction staking will be provided by the City of Tempe or their designated representative in accordance with Section 105.8 of the MAG Specifications unless otherwise provided for in the Special Provisions.

Replacement of construction stakes that have been knocked out due to Contractor's work or lack of work, weather condition, traffic, or vandalism will be done at the Contractor's expense.

### **AUTHORITY OF THE CITY ENGINEER APPOINTED REPRESENTATIVE**

The Engineer shall act as the City Engineer's designated representative during the construction period. He shall advise on questions concerning coordination with the City of Tempe, public safety, and quality and acceptability of materials and work performed. The Engineer or his assigned inspector shall be present on the site at times during construction to monitor the work and to maintain records for contract management. The Engineer shall promptly make decisions relative to the interpretation of the contract document so as to minimize delays in construction. The Engineer will not be responsible for directing construction, control, techniques, sequence, or procedures, or for directing job safety.

### **SHOP DRAWINGS, SCHEDULES & SAMPLES**

In time for each to serve its proper purpose and function, the Contractor shall submit to the Engineer such schedules, reports, drawings, lists, literature samples, instruction, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.

Shop drawings and data shall be submitted to the Engineer in such number of copies as will allow him to retain four (4) copies of each submittal. The submittal shall clearly indicate the specific area of the Contract Documents for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Engineer's notations of the action which he has taken will be noted on one (1) of these returned copies.

The above drawings, lists, prints, samples, and other data shall be come a part of the Contract and a copy of the same shall be kept with the jobsite Contract Documents, and the fabrications furnished shall be in conformance with the same. However, the Engineer's review of the above drawings, lists, prints, specifications, samples, or other data shall in no way release the Contractor from his responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from his liability to replace the same, should it prove defective or fail to meet the specified requirements.

### **BLUE STAKE**

The Contractor is required to notify Blue Stake (263-1100) prior to the excavation of any material in accordance with ARS 40-360.22. The Contractor shall directly contact the City for marking of electrical for traffic signals, sprinkler and irrigation facilities.

### **SALT RIVER PROJECT CONSTRUCTION CLEARANCE AGREEMENT**

Salt River Project requires all contractors who will be working on their facilities to sign a standard form "Construction Clearance Agreement" prior to issuance of a license. This agreement sets forth the requirements to complete the proposed work in an allotted time frame or to pay full costs for others to complete. It also obligates the contractor to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, the new OSHA Permit Required Confined Space rules. The contractor is responsible for executing a "Construction Clearance Agreement" with Salt River Project, if required, and furnishing a copy to the City of Tempe prior to proceeding with any construction on Salt River Project facilities.

### **QUALITY CONTROL**

All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Contract Documents; and it shall be the duty of the Contractor to call the Engineer's attention to apparent error or omissions and request instruction before proceeding with the work. The Engineer may, by appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original contract documents.

At the option of the Engineer, materials to be supplied under this Contract will be tested and/or inspected either at their place of origin or at the site of the work. The Contractor shall give the Engineer written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or reinspection at the site of the work.

### **CHANGE ORDERS**

In the event that significant changes in the scope of the work, and/or changes in the quantities due to contingencies of construction becomes necessary, such changes shall be made in accordance with Section 104 of General Conditions in the MAG 1992 Uniform Standard Specifications. ADOT Standard Specifications Section 104.02 shall supersede the appropriate MAG 1992 Uniform Standard Specifications.

### **INSPECTION**

The Contractor is responsible for complying with the specifications and is hereby forewarned that final approval of any work will not be given until the entire project is completed and accepted.

The FCDMC must inspect all gabions which have been disturbed by construction prior to backfilling or placing concrete over the gabions. The Contractor will make repairs to the gabions as required by the FCDMC, to the satisfaction of the FCDMC.

### **NOTIFICATION**

All property owners that may be affected by the proposed construction activities shall be notified of scope and duration of the construction activities by the Contractor prior to start of construction.

The Contractor must notify the FCDMC at least 48 hours in advance of any construction activity which may impact the flood control structures. This specifically applies to any work that will disturb the existing gabion protection of the upper levee and the levee terrace. Contact Fred Fuller, Chief Construction Inspector at the FCDMC, at 506-1501 or 506-4728.

### **ACCESS**

Access shall be maintained to adjacent business at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at anyone time. Access to adjacent private driveways shall be maintained during all non-working hours.

### **PROTECTION OF EXISTING FACILITIES**

The Contractor is to protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action which will be taken to protect same. The Contractor shall protect the existing levee structure, including the Cement Stabilized Alluvium (CSA) and gabion levee and terrace protection. Any damage to the levees, the CSA, or the gabions will be repaired to the satisfaction of the Flood Control District of Maricopa County (FCDMC), at the contractor's expense. A license from the FCDMC must be obtained prior to any construction activity along the levees which may impact the levee structure, CSA, or gabions. The FCDMC will be contacted a minimum of 14 days in advance of any construction activity affecting the levees so that the FCDMC can perform periodic inspection of the work, and any construction activities in the vicinity of the gabions.

The Contractor shall protect in place all existing flood control features, especially including the gabions along the face of the levee and on the levee terrace.

### **UNDERGROUND UTILITIES**

Underground utilities indicated on the plans are in accordance with maps furnished by the City of Tempe and by each utility company. The locations are only approximate and require verification prior to construction as per Tempe requirements for underground street crossings and potholing.

### **HINDRANCES AND DELAYS**

- A. Except as provided in paragraph B, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of any portion of the work embraced in this contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to a time extension sufficient to compensate for the delays. The amount of the delay shall be determined by the Engineer provided the Contractor gives the Engineer immediate notice in writing of the cause of such delay.
- B. The parties agree to negotiate for the recovery of damages related to expenses incurred by the Contractor for a delay under the following circumstances:
1. If the City is solely responsible for the delay which is unreasonable under the circumstances, and
  2. Which delay was not within the contemplation of the parties to the contract at the time the contract was entered into, and
  3. The Contractor can show the impact of the delay on the critical path of the construction activity as indicated in an approved CPM schedule.

This section shall not be construed to void any provisions of this contract which require notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

### **SUBSIDIARY WORK**

All work called for in the specifications and/or shown on the drawings shall be performed by the Contractor and unless a specific bid item is provided for the work, then such portion of the work will be considered subsidiary to other work for which payment is provided.

### **AS-BUILT DRAWINGS**

The Contractor shall provide accurate data and field notes as construction progresses, for preparation of the "As-built" drawings by the Engineer. Final payment for the project will not be given until all such information is submitted.

### **FINAL ACCEPTANCE & GUARANTEE**

"Final Acceptance" shall mean a written final acceptance of the work. The City Engineer shall make the final acceptance promptly after the work has been completed in accordance with the contract documents and after inspection is made. The work performed under this contract shall be guaranteed for a period of one year from the date of final acceptance.

**SPECIAL PROVISIONS**

**AWARD OF CONTRACT**

The City's tentative schedule anticipates the Award of Contract to take place at the April 10, 1997, City Council Meeting.

**NOTICE TO PROCEED**

The City's tentative schedule anticipates the Notice to Proceed to be issued on April 25, 1997.

**PERMITS**

The Contractor will be required to obtain all necessary permits and licenses to perform the work, including a license from the Flood Control District of Maricopa County. However, there will be no charge to the Contractor for the necessary City of Tempe permits and inspections.

**PHONE NUMBERS**

City of Tempe Rio Salado	Chris Messer	350-8625
City of Tempe Transportation Division	Larry Shobe	350-8204
Flood Control District of Maricopa County	Fred Fuller	506-4728
Flood Control District of Maricopa County	Bob Panasewicz	506-4724
Flood Control District of Maricopa County	Mike Lopez	506-1501

**TRAFFIC CONTROL**

All traffic shall be regulated in accordance with the MAG Specifications, the City of Tempe Traffic Barricade Manual, latest revision, Manual on Uniform Traffic Control Devices, and these Special Provisions. Traffic control plans shall be submitted to Traffic Engineering for approval one week prior to start of construction. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual, and the Manual on Uniform Traffic Control Devices and approved, in advance, by City of Tempe Transportation Division. Two lanes of traffic in each direction shall be maintained throughout the construction project. Any alterations shall be approved by the Traffic Engineer.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring and altering traffic control measures as necessary. At the same time, the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored the extent that traffic is carried through the work are in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents. The Contractor shall have the full responsibility and liability of traffic control for this project.

In the event the Contractor damages any traffic signal equipment, traffic signal conduit, and/or circuits, he/she shall have them repaired immediately at his/her own expense by an electrical contractor who has had traffic signal experience and is pre-approved by the City. Any damage shall be reported to the City immediately and if it is repaired by the City, it will be billed to the Contractor at twice the City's cost. In the event police officers are needed to control traffic during repair work, the City will pay the cost of police officers.

Mobilization routes of construction equipment to and from the site must be approved by the City of Tempe Transportation Division.

### **UNIFORMED POLICE OFFICER**

During the course of construction, it may be required to have a uniformed police officer to facilitate traffic control per the Tempe Barricade Manual and the Traffic Engineer's direction. Approved uniform police officer will be paid for by the City.

### **ARTIST INVOLVEMENT**

As part of this project, Ms. Laurie Lundquist, a local artist, will be involved with the installation of several artistic details during the construction process. The specific scope of Ms. Lundquist's involvement shall include:

1. The application of stamped imprints into the wet concrete at the speciality paving at the Loop Road, Freeway Underpass and the Whirlpool Plaza. The contractor shall include Ms. Lundquist's services and coordination in their proposals. (The contractor shall be responsible for placing and finishing the concrete).
2. The fabrication, delivery to project site and field connections pertaining to the steel railing at the Whirlpool Plaza. The Contractor shall install the railing sleeves into the concrete and the steel railing into the sleeves.

The contractor shall be responsible for coordinating his activities with those of the artist. Ms. Lundquist can be reached at the following numbers: (602) 894-6211, (970) 728-5266.

### **DOMESTIC MATERIALS**

Cement used on this project may be foreign or domestic.

The manufacturing processes to produce all steel products used on this project shall occur in the United States. The iron used in the process shall be domestic. However, other raw materials used in manufacturing the steel products may be foreign or domestic. Steel 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.

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.

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 contractor shall furnish the Engineer with one or more affidavits, certificates, etc. which state that steel products utilized on the project meets the requirements specified hereinbefore. This certificate shall additionally identify whether the steel products are domestic or foreign.

**PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS**

All work will conform to the provisions of Section 601.3 of the MAG Specifications.

The following utility company representatives have been contacted and sent copies of preliminary plans and either do not have any facilities in the area, or have facilities in the area but are not anticipated to be in conflict:

Salt River Project - (Power)	Bill Philips	236-8092
Salt River Project - (Water)	Robert Maurer	236-2962
US West Communications	Bruce Bartlett	831-4753

There are overhead power lines in the area. The contractor is reminded to maintain adequate clearance from these facilities.

The following are representatives of the Flood Control District of Maricopa County. They shall be notified prior to the start of any construction activity which may have an impact on the existing flood control gabions:

Flood Control District of Maricopa County	Bob Panasewicz	506-4724
	Fred Fuller	506-4728

**DAVIS BACON WAGE DECISION**

This contract is covered by the Davis Bacon Wage Decision, which requires the Contractor to pay the prevailing wage to all employees on the project. Weekly payrolls must be turned into the City and will be reviewed for compliance. Donee's, buyers or other parties, except for truck owner-operators, engaged only in the removal of excavated material from federal aid projects are considered as subcontractors within the meaning of the Davis-Bacon Act and are therefore subject to the Wage Determination decisions contained herein.

**ADOT STANDARD SPECIFICATIONS**

The term "Standard Specification" in the following sections labeled NOBID - 102, LOBY - 102, AWARD - 103, and SCOPE - 104 refers to Arizona Department of Transportation STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION - 1990. Changes in the work shall be processed in accordance with Section 104.02 of the Standard Specification. Subletting of the contract shall be in accordance with Section 108 of the ADOT Standard Specifications.

**FEDERAL AID PARTICIPATION**

All work shall be prosecuted in accordance with the Federal Aid Contract Provisions of the Contract Documents and Section 107.05 of the ADOT Standard Specification, 1990.

## **COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS**

The Special Provisions, the Plans, the Standard Specifications, and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

1. Special Provisions
2. Project Plans
3. UNIFORM STANDARD SPECIFICATIONS for PUBLIC WORKS CONSTRUCTION - MARICOPA ASSOCIATION OF GOVERNMENTS 1992 (Includes Revisions through 1993)
4. UNIFORM STANDARD DETAILS for PUBLIC WORKS CONSTRUCTION - MARICOPA ASSOCIATION OF GOVERNMENTS 1979 (Includes Revisions through 1993)
5. ADOT STANDARD SPECIFICATIONS (1990) and supplemental stored specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

## **MEASUREMENT AND PAYMENT**

The method of measurement and payment for the various items comprising the completed work follows: Payment for the items shall be compensation in full for the furnishing of all overhead, labor, material, tools, equipment and appurtenances necessary to complete the work in good, neat and satisfactory manner as indicated in the plans, or as specified herein with all connections, testing and related work completed. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connection and appurtenances for the satisfactory use of and/or operation of said item. No additional payment will be made for work related to each item unless specifically noted or specified. Measurement will be in place for completed work with no allowances for waste.

No separate payment shall be made for CLEAN-UP. The cost of this work shall be included in related items of work for which payment is provided.

Measurement and payment for all pay items in the proposal shall be as indicated on the bid form, and/or as specified herein:

## **ITEMS OF WORK**

### **Item 1 - Mobilization**

This item shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of all offices, buildings and other facilities necessary for work on the project and for all other work and operations that must be performed and costs incurred prior to beginning work on the various items on the project site.

Payment shall be made at the contract lump sum price and shall be full compensation for this item.

Payments for this item will be made in four separate payments as follows:

- \* The first payment shall be 25% of the lump sum price and shall be paid after the pre-construction conference.

- \* The second payment shall be 25% of the lump sum price and shall be paid when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work.
- \* The third payment shall be 25% of the lump sum price and shall be paid with the first estimate following completion of 5% of the contract.
- \* The fourth payment shall be 25% of the lump sum price and shall be paid with the first estimate following completion of 10% of the contract.

**Item 2 - Remove & Salvage Chain Link Fence**

Removal and salvage of existing chain link fence shall conform to the provisions of Sections 201 and 350 of the M.A.G. Specifications. The existing chain link fence shall be delivered to and placed in the City of Tempe maintenance yard as directed by the Engineer.

Measurement and payment for this item shall be made at the contract unit price per lineal foot for the removal and salvage of existing chain link fence.

**Item 3 - Remove Existing Headwall/Wingwall**

Removal of existing headwalls and wingwalls shall conform to the provisions of Section 350 of the M.A.G. Specifications, the provisions of Section 202 of the A.D.O.T. Standard Specifications and the A.D.O.T. Standard Detail B-01.10.

Measurement and payment for this item shall be made at the contract unit price per lump sum for the removal of existing headwalls and wingwalls for an existing 2-8'x8' concrete box culvert. This shall be full compensation for all sawcutting, excavation and subsequent backfill incidental to the removals, compaction of base material and the hauling and disposing of all materials.

**Item 4 - Remove and Salvage Chain Link Gate**

Removal and salvage of an existing chain link gate shall conform to the provisions of Sections 201 and 350 of the M.A.G. Specifications. The existing chain link gate shall be delivered to and placed in the City of Tempe maintenance yard as directed by the Engineer.

Measurement and payment for this item shall be made at the contract unit price per each for the removal and salvage of the existing chain link fence.

**Item 5 - Remove Existing Concrete Bike Path**

Removal of existing concrete bike path shall conform to the provisions of Sections 201 and 350 of the M.A.G. Specifications.

Measurement and payment for this item shall be made at the contract unit price per square foot for the removal of existing concrete bike path and shall be full compensation for all labor, materials and disposal of all concrete and associated items.

**Item 6 - Borrow**

Borrow shall conform to the provisions of Section 210 of the M.A.G. Specifications and Section 203 of the A.D.O.T. Standard Specifications.

*Site Materials:* The near surface soils may be used as fill in bike path areas provided they are free of organic materials, debris and rubble.

*Imported Soils:* Additional fill required to raise the bike path areas and for use as retaining wall backfill should be imported soils meeting the following requirements:

Maximum Particle Size	4 Inches
Maximum Percent Passing No. 200 Sieve	40
Maximum Plasticity Index	12

Measurement for this item shall be made in accordance with Section 203-9.04(B)-Borrow (In Place) of the A.D.O.T. Standard Specifications. Payment for this item shall be made at the contract unit price per cubic yard complete in place and shall be full compensation for the item including furnishing, hauling, placing, compacting, and applying water. A borrow source has not been designated for this project.

**Item 7 - Excavation**

Excavation shall conform to the provisions of Section 205 of the M.A.G. Specifications and Section 203 of the A.D.O.T. Standard Specifications.

Measurement and payment for this item shall be made at the contract unit price per cubic yard for excavation complete.

**Item 8 - Subgrade Preparation**

Subgrade preparation shall conform to the provisions of Sections 205, 210, 211, and 301 of the M.A.G. Specifications. Major street relative compaction densities shall be applied in accordance with Section 301.3 of the M.A.G. Specifications.

Recommendations presented in the previous sections of these specifications for bike paths are based upon the following site preparation and grading procedures. Therefore, all earthwork should be accomplished with observation and testing by a qualified technician under the direction of a registered geotechnical/materials engineer. The following apply to the areas within and extending five (5) feet beyond pathways.

1. Remove and dispose of all vegetation, debris and rubble.
2. Prepare the ground surface in fill areas and in areas cut to grade by scarifying, moisture conditioning and compacting the exposed subgrade soils to a depth of eight (8") inches.
3. Moisture condition and place all fill and backfill materials required to achieve specified grades. Fill materials should be moisture conditioned, placed and compacted in horizontal lifts of thicknesses compatible with the compaction equipment being used.
4. Compact subgrade, fill, backfill, subbase fill or base material to the following minimum percent compaction of the ASTM D698 maximum dry density in each lift:

<u>Material</u>	<u>Minimum % Compaction</u>
Soil - below pathway sections	95%
Backfill - outside pathway areas	90%

5. Moisture content of soil, and base materials at the time of compaction should be:

<u>Type</u>	<u>Area Of Use</u>	<u>Moisture Content</u>
On-Site	Bike Path	2% below optimum or lower
Import	Bike Path	2% below optimum or lower

All asphaltic concrete pavement shall be removed from the project and disposed of by the Contractor. Where a portion of existing pavement is to be removed, as indicated on the plans, the outside edge of the existing surfacing, which is to remain in place, shall be sawcut to a neat line prior to removal.

Measurement and payment shall be made at the contract unit price per square yard for subgrade preparation.

***Item 9 - Integrally Colored Concrete Bike Path For Paving***

This item shall consist of furnishing, installing, and finishing a concrete bike path in accordance with M.A.G. Specifications Section 340, and these Special Provisions.

The concrete paving shall be 6" thick, Class A, 3,000 PSI, integrally colored, medium broom finished, with sawcut control joints and 12' o.c., and expansion joints as indicated on the plans.

Concrete shall be integrally colored, with Davis Colors No. 5237 (or approved equal), in the areas and ratios shown on the project plans, with synthetic, iron oxide pigments as supplied by Davis Colors, (or approved equal).

The contractor shall construct a 12'x12' sample for city approval prior to beginning construction.

Score joints, (per the Paving Details), shall be 12' o.c.. Remove sawcutting slurry immediately with a mop and clean water to reduce the possibility of it adversely affecting the integral concrete color.

The contractor shall not stamp his name or any other information in the concrete unless otherwise directed to do so by the City of Tempe.

Measurement and payment for this item shall be at the contract unit price per square foot for integrally colored concrete bikepath for paving, complete and in place.

***Item 10 - 2" A.C. (C-3/4)***

Asphaltic Concrete (C-3/4) shall conform to the provisions of Sections 321 and 710 of the M.A.G. Specifications. The thickness shall be as specified on the project plans.

Measurement and payment shall be made at the contract unit price per square yard for Asphalt Concrete (C-3/4) which price shall be full compensation for the work complete in place.

***Item 11 - Adjust Existing Manhole Frame & Cover***

This item shall consist of adjusting the existing manhole frame and cover to finish grade in accordance with M.A.G. Specifications Sections 345 and 625, M.A.G. Standard Detail 422 and the project plans.

Measurement and payment for this item shall be at the contract unit price per each for the adjustment of existing manhole frames and covers and shall be full compensation for all labor, materials, excavation, backfill and incidental items necessary to complete this item of work.

**Item 12 - Channel Grading**

Channel grading for CBC extension shall conform to the provisions of Section 215 of the M.A.G. Specifications and as illustrated on the project plans.

Measurement and payment shall be made at the contract unit price per cubic yard of channel grading.

**Item 13 - Double Barrel 8'x8' CBC Extension**

Concrete box culvert extension shall conform to the provisions of Section 505 of the M.A.G. Specifications and Sections 203, 601 and 605 of the A.D.O.T. Standard Specifications and the A.D.O.T. Standard Details referenced in the project plans.

Measurement and payment shall be made at the contract unit price lump sum for the double barrel 8'x8' concrete box culvert extension and shall be full compensation for all structural excavation and backfill, the connection to the existing double barrel 8'x8' concrete box culvert and all labor, materials and construction of the wing walls as illustrated on the project plans.

**Item No. 14 - Ramada**

The ramadas shall conform to Details on Sheets 29, 30 and 31 of the project plans.

Measurement and payment shall be made at the contract unit price per each ramada complete in place and shall be full compensation for all materials, labor and incidental items required for construction.

**Items 15, 16, 17, 18, 19 & 20**

Area lights & light bollards, ramada lighting & special grounding, two electrical services and electrical primary service shall conform to the project plans and the following special provisions.

Measurement and payment shall be made at the contract unit price for Items 15, 16, 17, 18, 19 & 20 complete in place.

**Section 1001 - Electrical General Provisions**

**1001.1 - General**

**1001.11 - General Conditions**

The special provisions of the contract are hereby made a part of this division and subsections of the specifications. This Contractor will be bound by all requirements of these conditions which in any way apply to his work.

This section is valid only when considered in total with other Contract Documents. Cross references are for the convenience of the reader and their inclusion in or omission from this section in no way limits its scope or the intent of the Contract Document.

Work specified herein. The work to be accomplished under this section of these specifications shall be as follows:

- a. All work specified herein and indicated on the drawings and as described in other sections of the specifications and as indicated on other drawings which are commonly executed by Electricians; including all final electrical connections to all equipment requiring electrical service.

- b. Labor (including supervision), materials, tools, equipment, transportation, services, royalties, overhead costs, profit, etc., required to complete the work in an approved manner.

Nothing under this Section shall be construed to relieve the Contractor from complying with the requirements of the plans and specifications which may be in excess of code requirements.

#### ***1001.12 - General List of Work***

Work to be installed, but not limited to, includes the following.

- a. Lighting controllers, feeders, electrical connections including final electrical connections to all electrical equipment, raceways, conductors, junction boxes, switches, fuses, electrical grounding and bonding; also supports, hardware, bases, etc. for equipment and materials installed under this Section.
- b. Receive, accept and provide protection and be completely responsible for all electrical materials, to be installed under this section of work prior to and after installation of same until completion of all work and final acceptance of same by City; e.g. cover (secure tightly to prevent weather and other elements from damaging factory finishes, etc.).
- c. Prior to final acceptance, the entire installation shall be complete and in working condition. All factory and field finish equipment shall be in like new appearance, interiors shall be clean and free of foreign substances. Field finish of factory finished exterior shall match the original finish.

#### ***1001.13 - Quality Assurance***

The entire electrical installation shall be made in a neat, approved, workmanlike, finished and safe manner. The entire installation shall be subject to the City's approval. Remove all tools, scaffolds, scrap and surplus materials promptly upon completion of any portion of the work. Keep all areas clean of waste and debris. Minimum installation requirements shall be in accordance with manufacturer's written up-to-date installation recommendations. Maintain and leave all areas safe and protected to prevent personal injury, damage and/or loss of materials and equipment.

Inspect and make tight all connections for all equipment, including factory connections. Torque all connections per manufacturer's recommendations and NEMA standards.

Use only tools and equipment that are approved for use intended, adequate, safe, proper, and in first-class condition, for all work on this project.

The Contractor and his representatives; e.g. estimator, foreman and journeyman, shall be thoroughly knowledgeable of all applicable codes, ordinances and standards related to this project and noted in these specifications; e.g. National Electrical Code, OSHA requirements, etc. It shall be the total responsibility of the Contractor to complete all electrical work in full compliance of the above noted items. Comply with all applicable referenced commercial standards, specifications, rules, etc., including current addenda and errata.

Submit all certificates of inspection and approval as directed by the City and at completion of installation submit a letter to the City stating project was installed in accordance with all Contract Documents and, if not, where and how work was accomplished. The entire installation shall be subject to the City's approval.

### ***1001.14 - Definitions***

"Wiring" includes, in addition to conductors, all raceways, conduit, fittings, boxes, switches, hangers and other accessories related to such wiring

"City" refers to the City of Tempe Engineering Inspector or Designated Representative.

"Concealed" means hidden from sight in chases, furred spaces, shafts, hung ceilings, or embedded in construction.

"Exposed" means not installed underground or "concealed" as defined above.

"Regulating authorities" means all governmental, utility, and fire protection authorities having jurisdiction.

"Provide" means to erect, install, and connect up complete, in readiness for regular operation, the particular work referred to.

"Furnish" means to supply and deliver to the job.

"Approved equal" means equipment or materials which, in the opinion of the City, are equal in quality, durability, appearance, strength, design and performance to the equipment or material specified and will function adequately in accordance with the general design.

### ***1001.15 - Singular Numbers***

Where any device or part of equipment is herein referred to in the singular number, such reference shall be deemed to apply to as many such devices as are required to complete the installation or as shown.

### ***1001.16 - Intent***

Electrical drawings are generally diagrammatic; exact routing of raceways shall be governed by site conditions and obstructions. This is not to be construed to permit system redesign. All outlets and equipment shall be interconnected as the Contract Documents indicated. Any relocation of outlets or equipment must be approved by the City.

If so directed by the City, without extra charge, make reasonable modifications in layout as needed to prevent conflict with work or other trades or for proper execution of work. The Contractor shall assume all responsibility for fitting electrical material and equipment. No additional cost will be allowed because of structural or equipment interference.

Include minor details not usually shown or specified, but necessary for proper installation and operation of a system or piece of equipment in work and in bid price, the same as if specified or shown.

## **1001.2 - Products**

### **1001.21 - Materials and Equipment**

Materials and equipment shall be standard products of a reputable manufacturer regularly engaged in manufacture of the specified item. Where more than one unit is required of any item, furnish by the same manufacturer, except where specified otherwise. Install material and equipment in accordance with manufacturer's recommendations. Should variance between plans and Specifications occur with these, contact the City immediately so that variations in installation can be known by all parties concerned.

Deliver materials or equipment to the project in the original, unopened, labeled containers. Materials shall not be delivered to the job before they are ready for installation unless adequate security is provided.

The City may require removal from the premises such work, as in his opinion, is not in accordance with the Specifications. The City has the authority to stop work whenever such stoppage may be necessary to insure proper execution of the Contract.

### **1001.3 - Execution**

Arrange to visit and examine the premises and/or job site so as to ascertain the existing conditions before bidding. No extras will be allowed due to the lack of knowledge of these conditions.

#### **1001.3.01 - Record Drawings**

Maintain at site a set of record drawings which clearly indicate (by shading, coloring, or some other acceptable method) the day-by-day extent of work installed.

This set of "as-built" drawings shall show the exact location of all pertinent electrical information such as conduit runs, underground work wiring, junction boxes, etc. At the completion of the work and as an item required before final payment, the Contractor shall prepare and furnish to the City "as-built" drawings.

#### **1001.3.02 - Codes, Ordinances, Certificates, Permits and Fees**

File necessary plans, prepare documents and obtain all required Certificates of Inspection of work and deliver to the City before request for acceptance and final payment for work.

Include all work, labor, materials, services, apparatus, drawings (in addition to Contract Drawings and Documents) required to comply with applicable laws, ordinances, rules and regulations.

Drawings and Specifications take precedence when they are more stringent than codes ordinances, standards, and statues. Codes, ordinances, standards and statues take precedence where they are more stringent or conflict with drawings and Specifications.

The following industry standards, specifications and codes are minimum requirements:

- a. Applicable city, county, and state mechanical, electrical, gas, plumbing, health and sanitary codes, laws and ordinances.
- b. City or other applicable building codes.
- c. National Electrical Safety code.
- d. Underwriters Laboratories, Inc. standards.
- e. National Fire Protection Association standards (NFPA).
- f. Institute of Electrical and Electronic Engineers (IEEE) standards.
- g. American National Standards Institute (ANSI).
- h. National Electrical Manufacturers Association (NEMA).
- i. Insulated Cable Engineers Association (ICEA).
- j. American Society for Testing and Materials (ASTM).
- k. Instrument Society of America (ISA).
- l. National Electrical Testing Association (NETA).

***1001.3.03 - Excavation and Backfill***

Perform necessary excavation, shoring and backfilling required for the proper laying of pipes and conduits as may be necessary. Remove excavated materials as directed.

The gabion baskets shall not be disturbed or damaged during the installation of electrical conduits and raceways. If the gabions are damaged in any way, they shall be repaired as required in the section entitled "Protection of Existing Facilities", (Page G-10), of these Special Provisions. All light pole foundations shall be located and adjusted as required to avoid any impacts to the existing gabion levee protection.

***1001.3.04 - Scaffolding, Rigging and Hoisting***

Provide scaffolding, rigging, hoisting, and services necessary for erection and delivery of equipment and materials provided under this Division. Remove same from premises when no longer required.

***1001.3.05 - System Identification***

Switchboards, lighting control centers, and other electrical equipment shall have engraved aluminum plates.

### ***1001.3.06 - Access Panels***

Junction boxes, pull boxes, expansion joints, etc., shall not be installed in any system at a location that will be inaccessible after construction is completed. Maintain accessibility for all components systems.

### ***1001.3.07 - Painting***

Paint all unpainted, non-insulated, non-galvanized, ferrous metal surfaces or equipment, fixtures, hangers, supports, and accessories.

At the time of project completion, clean equipment and accessories with equipment manufacture approved cleaner and touch-up scratched or marred spots with same paint supplied at factory. When this is not available, obtain complete description of the paint so that an exact duplicate may be procured locally.

Repair and refinish finished surfaces scuffed or damaged by installation of work under this Section.

### ***1001.3.08 - Feeder and Branch circuits***

A riser diagram and/or layout of feeder circuits is diagrammatic to assist in laying out work. Locate equipment as plans indicate but determine the exact location and routing of feeders so as to best fit the layout of the job.

Where specific conductor sizes required by the drawings and Specifications are larger than Code requirements, the larger sizes are to be installed.

### ***1001.3.09 - Tests and Adjustments***

Provide labor, materials, instruments and power required for testing.

Tests shall be performed to satisfaction of the City and regulating authority having jurisdiction. Submit to the City written certificate that tests have been performed in accordance with Specification requirements.

Repair or replace defective work and repeat tests until the particular system and component parts thereof receive approval of City and regulating authority. Repair or replace any damaged materials resulting from tests to the satisfaction of the City.

### ***1001.3.10 - Cleaning***

The premises shall be kept reasonably clear of debris or rubbish, etc., during the progress of the work and before final acceptance, the premises shall be cleared of all equipment, trash, debris, etc., caused by the Contractor. Includes removing tools, scaffolding, surplus materials, barricades, temporary walks, debris, and rubbish from the project upon completion of the portion of work. Leave the area of operations completely clean and free of these items.

Clean exterior surfaces of all equipment and vacuum clean the interior of all electrical enclosures to remove the construction debris and dust. This shall be done satisfactorily prior to final payment.

During the course of construction, cap all equipment and electrical conduit in approved manner to insure adequate protection against entrance of foreign substances.

### ***1001.3.11 - Inspections***

The electrical work shall be subject to inspection by the Engineering Inspector and none of the work shall be concealed or otherwise covered up prior to being authorized in writing by the City. The Contractor shall notify the City when the work becomes ready for inspection prior to being concealed. All uninspected work not authorized to be concealed shall be uncovered by the Contractor at his own expense. After proper inspection and authorization the Contractor shall repair all damage suitable to the City.

Contractor shall submit all certificates of inspection and approval as directed by the City and at completion of installation, submit a letter to the City stating project was installed in accordance with all Contract Documents and if not, where and how it was accomplished.

### ***1001.3.12 - Safety Precautions***

The Contractor shall furnish and install proper guards for prevention of accidents. He shall provide and maintain any other necessary construction work required to secure safety to life or property. Accidents caused by any portion of this work are the sole responsibility of the Contractor.

### ***1001.3.13 - Future Work***

Where provisions are made for future work, the installations shall be made so that a minimum amount of work would be required to accomplish the future work; e.g. future conduit stubouts from a distribution section, panel, etc. shall be arranged so that future conductors may be installed without the removal of the interiors, components and conductors, etc. Coordinate and install all work so that the entire installation provides adequate servicing, operating, and removal space for all equipment.

### ***1001.3.14 - Guarantee***

The Contractor shall guarantee ALL workmanship provided under this contract for a period of one year from the date of acceptance of the work by the City. This guarantee shall state in writing that the work is free of defects in workmanship, and will perform satisfactorily under all conditions of lead or service. The guarantees provide that any additional controls, protective devices, or equipment operate satisfactorily, and that any faulty workmanship will be replaced or repaired. On failure of guarantor to do the above after written notice from the City, the City may have the work done at the cost of the guarantor.

## **Section 1010 - Basic Materials And Methods**

### ***1010.1 - General***

This section is valid only when considered in total with other Contract Documents. Cross references are for the convenience of the reader and their inclusion in or omission from any section in no way limits its scope or intent of any Contract Document.

All materials shall be new and unused and of the manufacturer's latest design, and shall be listed as approved and conforming to the standards of the Underwriter's Laboratories Inc., where such a standard has been established. Where materials, equipment and apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards and desired quality and style and shall be the basis of the bid. Material so specified shall be furnished under the contract, unless changed by prior written approval by the Engineer in accordance with the bidding documents.

This Section includes basic materials and methods which are applicable to Section 1000. Basic Materials and Methods consists of all labor, materials, and services necessary to furnish and install all conduit, raceways, fittings, wireways, boxes, conductors, connectors, wiring devices, cabinets and supporting devices as the drawings indicate and as specified herein.

### ***1010.2 - Products***

#### ***1010.21 - Conduit, Raceways and Fittings***

Acceptable manufacturers of conduit, raceways and fittings are as follows:

- a. Rigid steel conduit: Allied Tube and Conduit Corp., Conduit International, Inc., Jones and Laughlin, Steelduct Conduit Products, Triangle PWC, Inc., or Wheatland Tube Co.
- b. Plastic Conduit: Carlon or Condux International, Inc.
- c. Rigid Aluminum Conduit: Condux International, Inc., or Kaiser Aluminum.

Metal Conduit Fittings: Appleton Electric Co., Crouse Hinds Electrical Construction, or O/Z Gedney.

Bushings and Locknuts: O/Z Gedney or Raco, Inc.

Plastic Conduit Fittings: Carlon or Condux International, Inc.

Rigid Metal or Intermediate Metal Conduit - Hot dipped galvanized steel. Coat conduit interior wall with a silicon epoxy-ester lubricant for easier wire pulling. Couplings shall be galvanized steel or malleable iron, threaded, rain and concrete tight. Threadless or set-screw fittings shall not be used. Grounding bushings and all locknuts shall be malleable iron with sharp, clean cut threads.

Electrical Metallic Tubing (EMT): Hot dipped galvanized steel. Coat conduit interior wall with a silicon epoxy-ester lubricant for easier wire pulling. Couplings and connectors shall be galvanized steel, compression type, rain and concrete tight. Indent, set screw or die cast fittings shall not be used. Bushings shall be plastic insulating type and locknuts shall be steel.

Plastic Conduit: Rigid Schedule 40 heavy wall polyvinyl chloride (PVC) rated 90 degrees C. Couplings and connectors shall be Schedule 40 solvent weld with threaded male and female adapters as required.

### **1010.22 - Conductors**

Acceptable manufacturers: Anaconda, Brand-Rex, Essex, General Electric, Okonite or Rome Cable.

Wire and cable for secondary power and light distribution: New, annealed, soft-drawn copper, 600 volt insulated. UL listed for types listed below for use in accordance with the NEC.

Insulated conductors for number 12 through number 6 AWG; Type XHHW, 90 degree C rating.

Insulated conductors for number 4 AWG and larger; Type XHHW, 90 degree C.

Insulated conductors exposed to direct sunlight or exterior exposure; Type XHHW, 75 degree C wet, 90 degree C dry.

Minimum conductor size: Number 12 AWG.

All wire shall be stranded copper.

### **1010.23 - Wire Joints and Connectors**

Termination (number 4 or larger): Compression solderless type of Ideal "Shur-lok".

For circuit wiring connections to fixtures or devices or circuiting joints: Conductor sizes 12 through 8, threaded pressure type with insulator, Ideal "Wing-nut".

### **1010.24 - Tapes**

Plastic insulating tape: "Scotch" as manufactured by 3M or "Slipknot" as manufactured by Plymouth.

### **1010.3 - Execution**

#### **1010.31 - Conduit and Raceways**

All wiring shall be in conduit.

Install conduit and raceways concealed where possible.

Use galvanized rigid metal, PVC Schedule 40 conduit, where indicated on the drawings and in the following locations:

- a. Encased in concrete.
- b. Underground direct burial.

Galvanized rigid metal or intermediate metal conduit shall be used in the following locations:

- a. Exposed up to 8 feet above established grade.

- b. All bending radii in PVC runs.
- c. Exposed where subject to mechanical damage.

Trench and backfill for installation of underground conduit for site utilities. Excavate trenches by hand or use mechanical trenching equipment. Cut trench sides and bottom smooth and undisturbed and shore where required for protection of workmen. Compact and finish backfill to match surrounding grade. The Contractor shall ensure that the gabions are not damaged by the installation of the electrical conduit and raceways.

G. Raceways shall not be covered until approved by the City.

#### Galvanized Rigid Conduit (GRC)

- a. Double-locknut all rigid conduits entering pressed steel boxes and similar enclosures.
- b. Apply thoroughly Permacel 412 Ribbon Dope Thread Sealant or comparable material to make threaded ends of metallic raceways installed below grade or in concrete. Running threads shall not be used.

Galvanized rigid steel or intermediate metal conduit installed underground shall be half-lap wrapped with corrosion protective tape or PVC coated at the factory.

Plug openings until wire is installed and ream conduit joints and ends before installation.

Ream ends and cap all conduits to keep dry and clean.

Provide empty conduits with a number 14 galvanized drag wire or approved nylon cord with 210 pound pulling strength.

The ends of all conduits shall be securely plugged and all boxes temporarily covered to prevent dirt from entering the conduits. All conduits shall be thoroughly swabbed out with a dry swab to remove moisture and debris before conductors are drawn into place.

Do all excavating required to install the work. Except under concrete slabs on grade, the underground conduit shall be buried to a depth of not less than 18 inches below the finished grade or as indicated otherwise on the drawings.

Conduit terminations in dry areas except those in cast conduit fittings or items which have a threaded hub shall be made with two locknuts and a bushing. Conduit connections to sheet metal boxes or enclosures in wet areas shall be made using Myers zinc "Scru-tite" hubs. All conduit shall enter the box squarely.

Changes in direction shall be made by bends in the conduit wherever possible and these shall be made smooth and even without flattening the pipe or flaking the finish. Provide long radii elbows throughout. Conduit runs shall have no more than four 90 degree bends. Provide pull boxes in runs with more bends. All bends in one inch and smaller may be made with a conduit bender and all larger sizes shall have machine bends.

Plastic conduit joints shall be made up in accordance with the manufacturers recommendations for the particular conduit and coupling selected. Conduit joint couplings shall be made watertight. Plastic conduit joints shall be made up by brushing a plastic solvent cement on the inside of the plastic coupling fitting and on the outside of the conduit ends. The conduit and fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly.

### ***1010.32 - Conductors***

Install conductors after the entire conduit and raceway system is complete and cleaned. Pull conductors into conduit system directly from reels with appropriate pulling devices and accessories. Lubricate conductors with a UL approved wire lubricant.

Make splices, taps and terminations electrically and mechanically positive with appropriate terminals and connectors.

All conductor splices and taps installed below grade shall be waterproofed using a UL approved waterproofing kit as manufactured by Raychem or equal.

Insulate splice and tap connections with lap-wound layers of electrical tape or a mechanically secure rigid or semi-rigid insulating shell. Provide insulation equivalent to 150% of the conductor insulation.

Suitably arrange conductors in switchboards with Ideal double lock cable ties. Identify conductors with nonferrous identifying tags or pressure sensitive labels at terminating, junctions, switchboards, etc. Tags or labels shall be stamped or printed to indicate the circuit number and phase.

### **Section 1050 - Lighting and Accessories**

#### ***1050.1 - General***

This Section is valid only when considered in total with other Contract Documents. Cross references are for the convenience of the reader and their inclusion in or omission from any section in no way limits its scope or intent of any Contract Document.

Work specified herein: This Section includes all labor, materials and services necessary to furnish and install all lighting fixtures, lamps, ballasts, poles and pole foundations as the drawings indicate and as specified herein.

Related work: Specified in other Sections.

#### ***1050.2 - Products***

##### ***1050.21 - Lighting Fixtures***

Provide lighting equipment as shown on the drawings and as specified. Provide all equipment and accessories necessary for a complete installation.

All lighting fixtures shall bear the Underwriter's Laboratories label and the manufacturer's label.

Fixture wiring shall conform to the latest requirements of UL and be concealed within fixture construction.

The contractor shall be responsible for fit and adjustment of all fixtures.

### ***1050.22 - Lamps***

Acceptable Manufacturers: General Electric, Philips, Sylvania or Venture. Type as shown on the drawings; verify wattage, base types, pin configuration, etc. and confirm compatibility with the light fixture being installed.

Replace any lamps burning for construction purposes with new lamps just prior to Project Close-Out. Lamps to be in new operating condition for a period of 45 days after Project Close-Out.

### ***1050.3 - Execution***

The Contractor shall be thoroughly familiar with all light fixtures and mounting requirements for the project prior to roughing-in any conduits.

Set luminaries true, free of light leaks, warps, dents, or other irregularities. Mount all luminaries level and in the same horizontal plane.

Wiring in luminaries shall be suitable for temperature conditions and in no case less than 90 degrees C.

Luminaries required by the construction documents shall not be used for temporary or construction lighting purposes except when permission for such use is granted in writing by the City.

All luminaries including lamps, reflectors, lenses, and housings shall be thoroughly cleaned prior to final acceptance by the City.

Provide all manpower and equipment necessary to assist the City's Representative with a final inspection of the completed lighting system.

All light pole foundations shall be located and adjusted as required to avoid any impacts to the existing gabion levee protection.

### ***Items 21, 22, & 24 - Specialty Paving***

These items shall consist of furnishing, installing, and finishing concrete pavement banding in accordance with M.A.G. Specification Sections 340, and these Special Provisions and Detail.

The pavement banding shall be 6" thick, 3,000 PSI, integrally colored with Davis Colors No. 860, (or approved equal), medium broom finished concrete and shall include Specialty Paving at the Loop Road, the Freeway Underpass, and the Whirlpool Plaza.

An artist will be installing various imprints in the banding. The contractor shall be responsible for placing and finishing the concrete as part of this item and artist/contractor involvement is as follows:

The Contractor and artist, Ms. Laurie Lundquist, shall place concrete, install imprints, and finish concrete paving at the specialty paving locations, Loop Road, Freeway Underpass and Whirlpool Plaza, as illustrated and directed on the project plans and these Special Provisions. The Contractor shall provide Ms. Lundquist 48 hour advance notice of the exact time of the concrete pours for the specialty paving locations. Ms. Lundquist will imprint various figures ranging in size from 8"x6" to 8"x18" at a imprint depth of an eighth of an inch. The number of imprints at each location are specified on the Art Components Sheet 28 of 31. The Contractor shall furnish a platform from which Ms. Lundquist will work to stamp the imprints. The platform shall be of light weight construction that Ms. Lundquist can move freely from location to location and shall span the full width of the bike path. If the platform cannot be freely positioned by Ms. Lundquist, the Contractor shall supply the personnel to move the platform during her work. The imprinting is a two hour process at each location. The Contractor shall supply concrete finish personnel during this two hour period for "touch-up" concrete finish work. Ms. Lundquist performed the imprint work for the Rio Salado South Bank Bike Path that was constructed from Rural Road west to the College Avenue alignment along the south bank of the Salt River. This project may be used as a guide for the finish product for this project.

In the event a specialty paving concrete section is rejected due to the imprinting, the concrete will be removed and replaced under Force Account Work per MAG Specifications Section 109. If the specialty paving concrete section is rejected due to substandard materials, strength or any item not pertaining to the artistic imprints, the removal and replacement of the concrete paving shall be completed by the Contractor at no additional cost to the project.

The form work for the Whirlpool Plaza design shall be approved by Ms. Lundquist and may require minor adjustments prior to placing concrete. The Contractor shall coordinate all activities with Ms. Lundquist.

Measurement and payment for this item shall be at the contract unit price per square foot for Specialty Paving complete in place.

**Item 23 - Masonry/River Rock Terrace Walls**

This item shall consist of constructing concrete masonry unit/river rock veneer terrace walls in accordance with M.A.G. Section 510, and Detail 2, Sheet 28.

River rock shall be 4" - 6" clean washed rounded stone free from visible cracks and abrasions.

Water proofing and protection boards to high grade shall be provided.

Measurement and payment for this item shall be at the contract unit price per linear foot complete and in place.

**Item 25 - Install Steel Railing At Whirlpool Plaza**

The installation of steel railing shall conform to the provisions of Section 520 of the M.A.G. Specifications, the City of Tempe Supplements and the details on Sheet 5 and 28 of the project plans.

The work shall include the installation of the steel railing at the Whirlpool Plaza. The steel railing will be fabricated and delivered to the project site by the City of Tempe. All field connections will also be completed by the City of Tempe. The Contractor shall construct the sleeves in the concrete bike path as shown on the plans, set the steel railing in the sleeves, and weld the steel railing connection to the sleeve.

Measurement and payment shall be made at the contract unit price lump sum for the installation of steel railing and shall be full compensation for all labor, materials, coordination and incidental items required to complete the installation of steel railing in place.

**Item 26 - Exposed Aggregate Paving**

This item shall consist of furnishing, installing, and finishing of exposed aggregate paving in accordance with M.A.G. Specification Section 343, these Special Provisions and Details 1 and 2 on Sheet 28 of the project plans.

Concrete shall be integrally colored with Davis Colors no. 5084 (or approved equal) with synthetic iron oxide pigments as supplied by Davis Colors, (or approved equal).

Aggregate shall be 3/8" minus natural as supplied by Sunward Materials - Phoenix, Arizona, (or approved equal).

The contractor shall construct a 6'x12' sample of the exposed aggregate paving for City of Tempe approval prior to final construction.

Measurement and payment for this item shall be at the contract unit price per square foot complete in place.

**Item 27 - 5" Conduit W/Pull Wire**

This item shall consist of constructing a 5" conduit with pull wire per the specifications and trench detail included in the project plans. This construction shall include all sweeps, pipe plugs and the installation of APS supplied Ball Markers. The Ball Markers will be placed at all pipe plugs.

Measurement and payment shall be made at the contract unit price per linear foot for the installation of 5" conduit with pull wire. This shall be full compensation for all labor, materials, trenching, backfilling, coordinating sweeps, pipe plugs, the installation of Ball Markers and any incidental items required to complete this item in place.

**Item 28 - Install APS Supplied Pull Boxes**

This item shall consist of installing APS supplied pull boxes per the plans, specifications, and APS requirements.

Measurement and payment shall be made at the contract unit price per each and shall be full compensation for all coordination, labor, materials, excavation & backfill, footings, 5" conduit connection, future sweeps and any incidental items necessary to complete this item in place.

**Item 29 - Raise Monitoring Well**

This item includes raising two existing monitoring well casings. The casings shall be raised to the finished grade by a certified ADWR well driller.

Measurement and payment for this item shall be made at the contract unit price per each for raising the existing monitoring well casing and shall be full compensation for all labor, materials and any incidental items required for raising the existing well casings complete in place.

**Item 30 - Irrigation System**

The work in this section shall conform to the provisions of Sections 440 & 757 of the M.A.G. Specifications and the City of Tempe Supplements.

Measurement and payment shall be made at the contract unit price lump sum for irrigation complete in place.

**Item Nos. 31 & 32 - 6" & 2" Sleeving (For Future Irrigation System Piping And Wiring)**

This item shall consist of constructing 6" and 2" PVC Sleeving, in accordance with M.A.G. Specification Sections 440 and 757, these Special Provisions and the project plans.

Measurement and payment shall be made at the contract unit price per linear foot for the installation of 6" and 2" PVC sleeving and shall be full compensation for all labor, materials, trenching, backfilling and any incidental items required to complete this item in place.

**Item 33 - 5 Gallon Accents**

This item shall consist of the planting of 5 gallon accents in conformance to the provisions of Section 430 of the M.A.G. Specifications and these Special Provisions.

All excavation, backfill, slow release fertilizer tabs, etc. shall be included with this item as incidentals.

Measurement and payment for this item shall be at the contract unit price per each accent complete in place.

**Item 34 - Permit Fees**

All federal, state, and local laws and regulations and all necessary licenses and permits, including a National Pollution Discharge Elimination System, (N.P.D.E.S.) Permit & Plan shall apply to this contract.

The contractor will be reimbursed for the actual permit fee only. All other costs related to filing and implementing the permits will be incidental to the other bid items.

City of Tempe permits will be issued free of charge. The City of Tempe Plan Review Check Number for the Ramadas is AD961212.

**Item 36 - Art Elements**

This item includes the artist (Ms. Laurie Lundquist) fees, Contractor coordination with the artist and coordination of the Contractors work placing concrete, installing imprints, coordination with installing steel railing and coordination with constructing the masonry river rock terrace walls and finishing the contract as directed on the project plans, these special provisions and Items 21, 22, 23, 24 & 25 of these special provisions.

Measurement and payment for this item shall be at the contract unit price lump sum for art elements and shall be full compensation for all fees, materials, labor, coordination and any incidental items required for the work complete in place.

**Item 37 - Force Account Work (Storm Water Pollution Prevention)**

The Contractor shall take sufficient precautions, considering various 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 such streams, lakes or reservoirs.

At the time of the preconstruction conference, the Contractor shall submit, for the Engineer's approval, a program which includes all the measures which the Contractor proposes to take for the construction of permanent erosion control work specified in the contract and all the temporary control measures to prevent erosion and pollution of streams, lakes and reservoirs.

The Engineer, at his discretion, may order the Contractor to provide immediate measures to control erosion and prevent pollution. Such measures may involve the construction of temporary berms, dikes, dams, sediment basins and slope drains; the use of temporary mulches, mats and seeds and the use of other devices, methods, items, etc., as necessary.

The lump sum bid amount shall be used to pay the Contractor for direct expenses associated with this item, Storm Water Pollution Prevention.

## DEPARTMENT OF THE ARMY PERMIT

### Permittee:

City of Tempe  
City Engineer's Office  
Mr. Howard Hargis  
P.O. Box 5002  
Tempe, Arizona 85280

Permit Number: 94-40904-00-CJL

Issuing Office: Los Angeles District

Note: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** To construct the City of Tempe's 200 acre Rio Salado Town Lake as shown on the attached drawings. Activities within the waters of the United States include construction of an upstream and downstream air-inflatable rubber dam, foundations, energy dissipating structures, slurry wall installations, channel grading, material storage during construction, and a stormwater detention/riparian area.

**Project Location:** In the Salt River between Priest Drive and McClintock Drive, at (Sections 14, 15, and 16, T1N, R4E), Tempe, Maricopa County, Arizona.

### Permit Conditions

#### General Conditions:

1. The time limit for completing the authorized activity ends on April 22, 1998. If

you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

**Special Conditions:** See attached sheet.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - ( ) Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application

proves to have been false, incomplete, or inaccurate (See 4 above).

- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Howard C. Hargis  
(PERMITTEE)

*Assistant City Engineer*

Howard C. Hargis, P.E., Assistant City Engineer

4/21/95  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Diane K. Noda  
Diane K. Noda  
Acting Chief, Regulatory Branch  
(for the District Engineer)

4 May 1995  
(DATE)

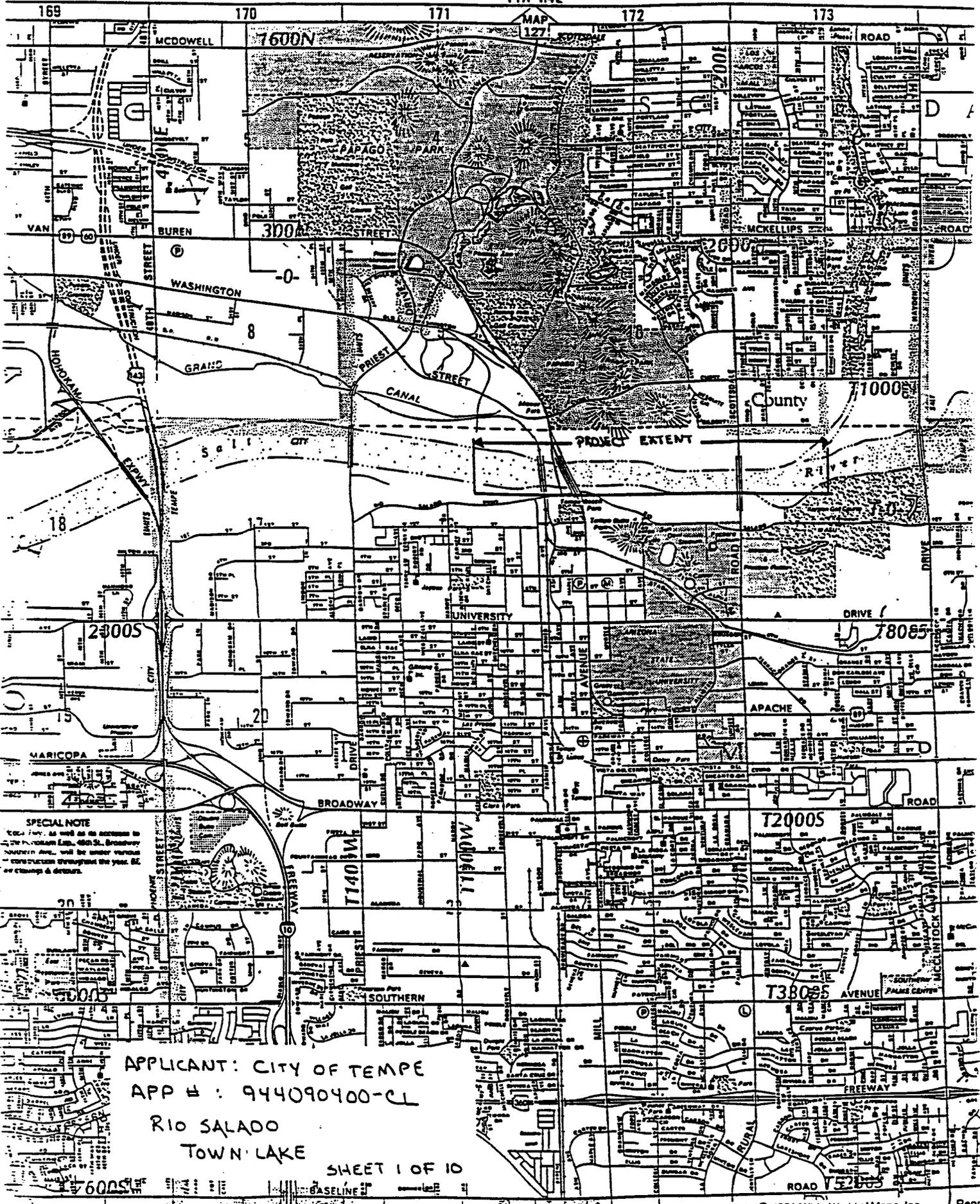
When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEEE)

\_\_\_\_\_  
(DATE)

**SPECIAL CONDITIONS**  
**PERMIT NO. 94-40904-00-CJL**

1. The permittee shall abide by the terms and conditions of the attached letter of water quality certification issued by the Arizona Department of Environmental Quality on March 13, 1995.

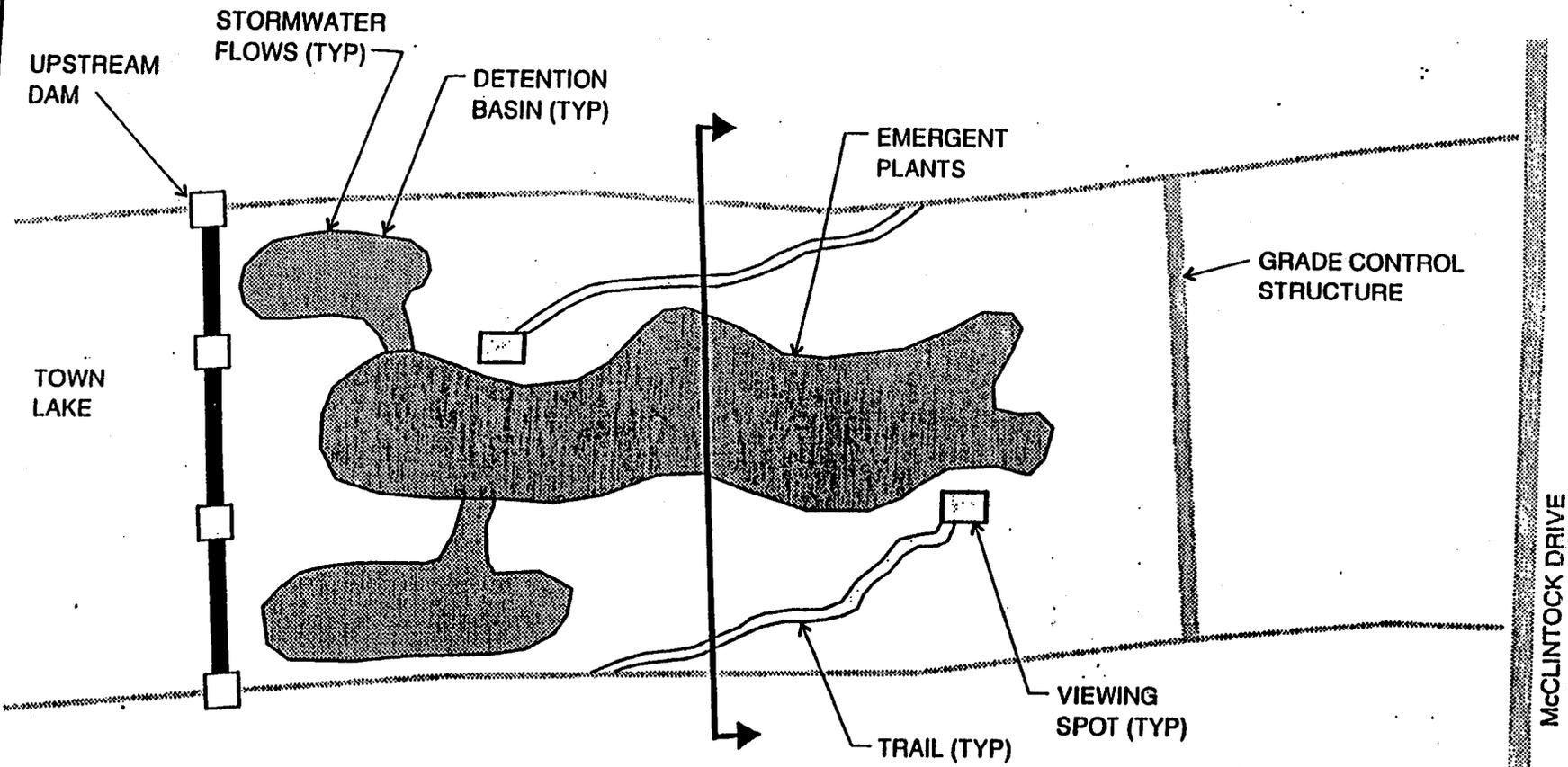


**SPECIAL NOTE**  
 This map, as well as its contents to the National Map, 48th St. Broadway Southern Ave., will be under various construction throughout the year. Be aware of changes & detours.

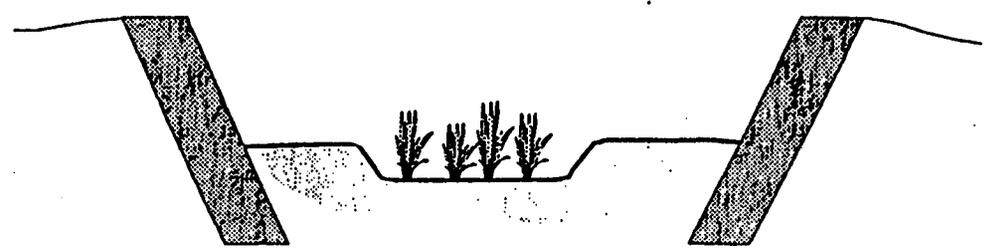
APPLICANT: CITY OF TEMPE  
 APP # : 944090400-CL  
 RIO SALADO  
 TOWN LAKE

SHEET 1 OF 10





PLAN



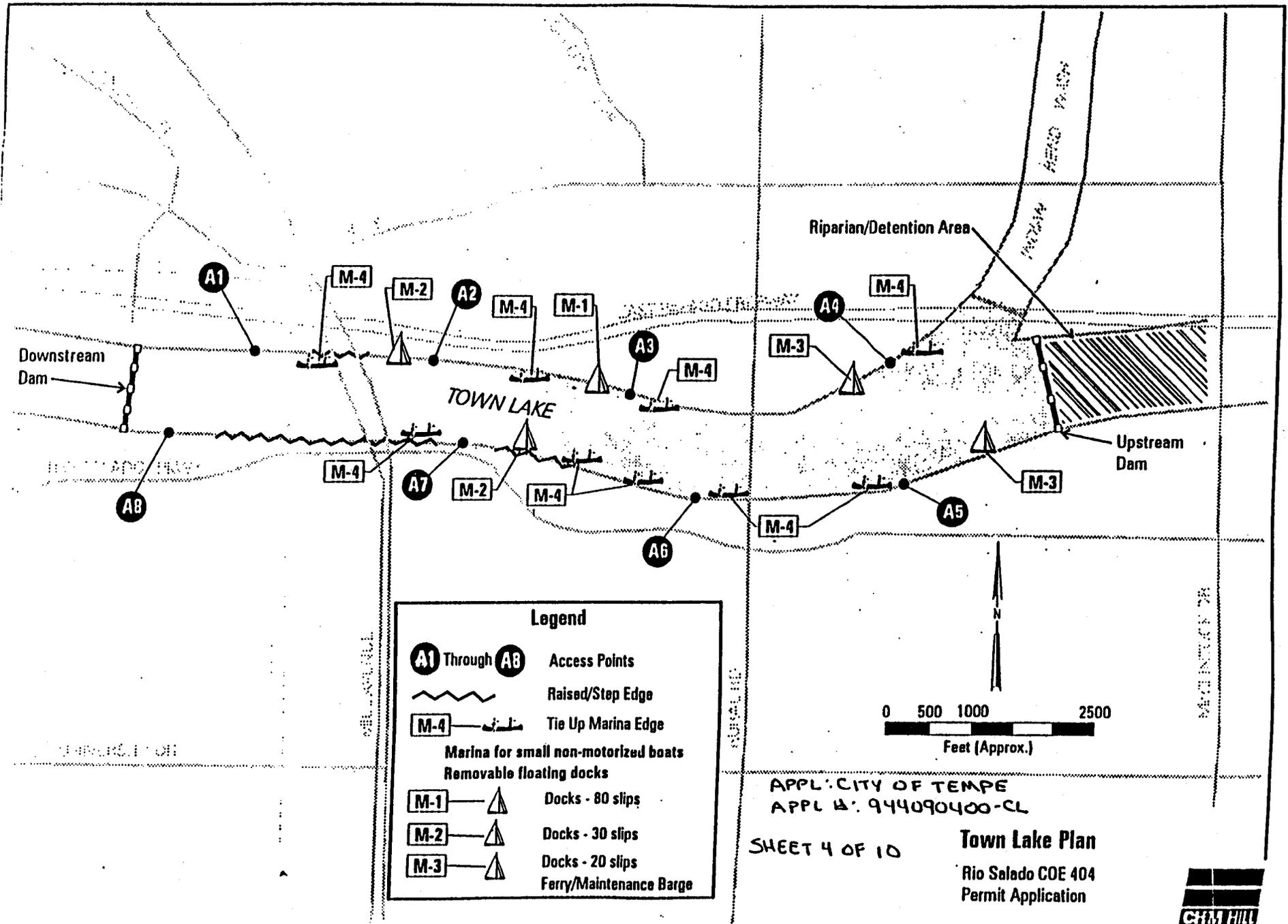
SECTION

APPL: CITY OF TEMPE  
 APPL #: 944090900-CL  
 SHEET 3 OF 10

**RIPARIAN/DETENTION AREA**

Rio Salado COE 404  
 Permit Application





**Legend**

<b>A1</b> Through <b>A8</b>	Access Points
	Raised/Step Edge
<b>M-4</b>	Tie Up Marina Edge
Marina for small non-motorized boats Removable floating docks	
<b>M-1</b>	Docks - 80 slips
<b>M-2</b>	Docks - 30 slips
<b>M-3</b>	Docks - 20 slips Ferry/Maintenance Barge

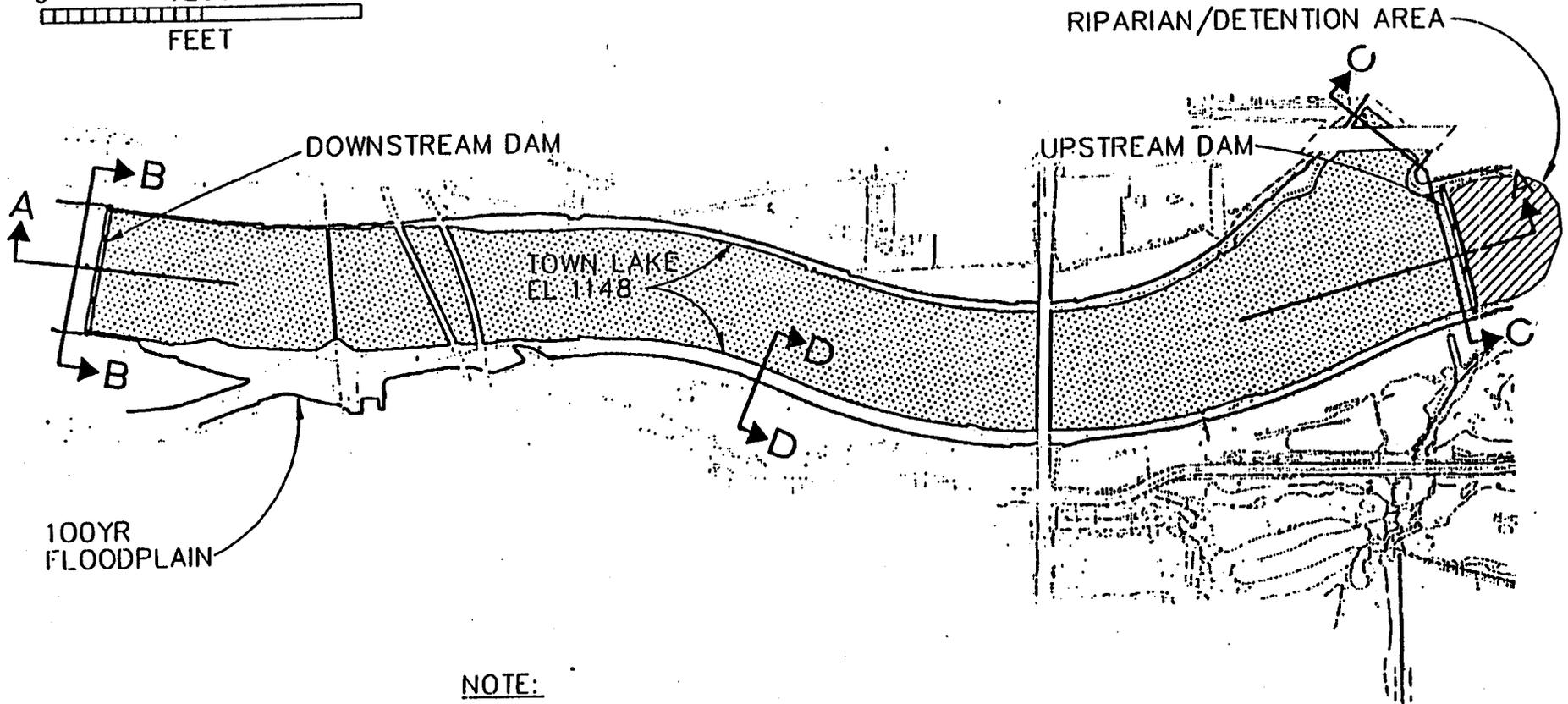
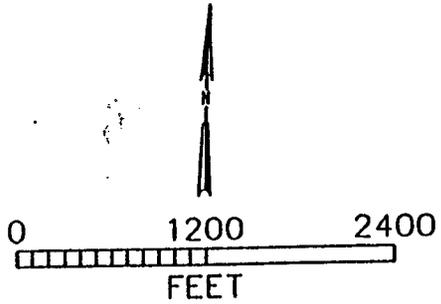
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Feet (Approx.)

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APPLICITY OF TEMPE  
 APPL # 944090400-CL

**Town Lake Plan**  
 Rio Salado COE 404  
 Permit Application





NOTE:

PARK LANDSCAPING AND RECREATIONAL AREAS WILL BE CREATED AROUND THE PERIMETER OF THE LAKE.

APPL: CITY OF TEMPE  
APPL #: 944090400-CL

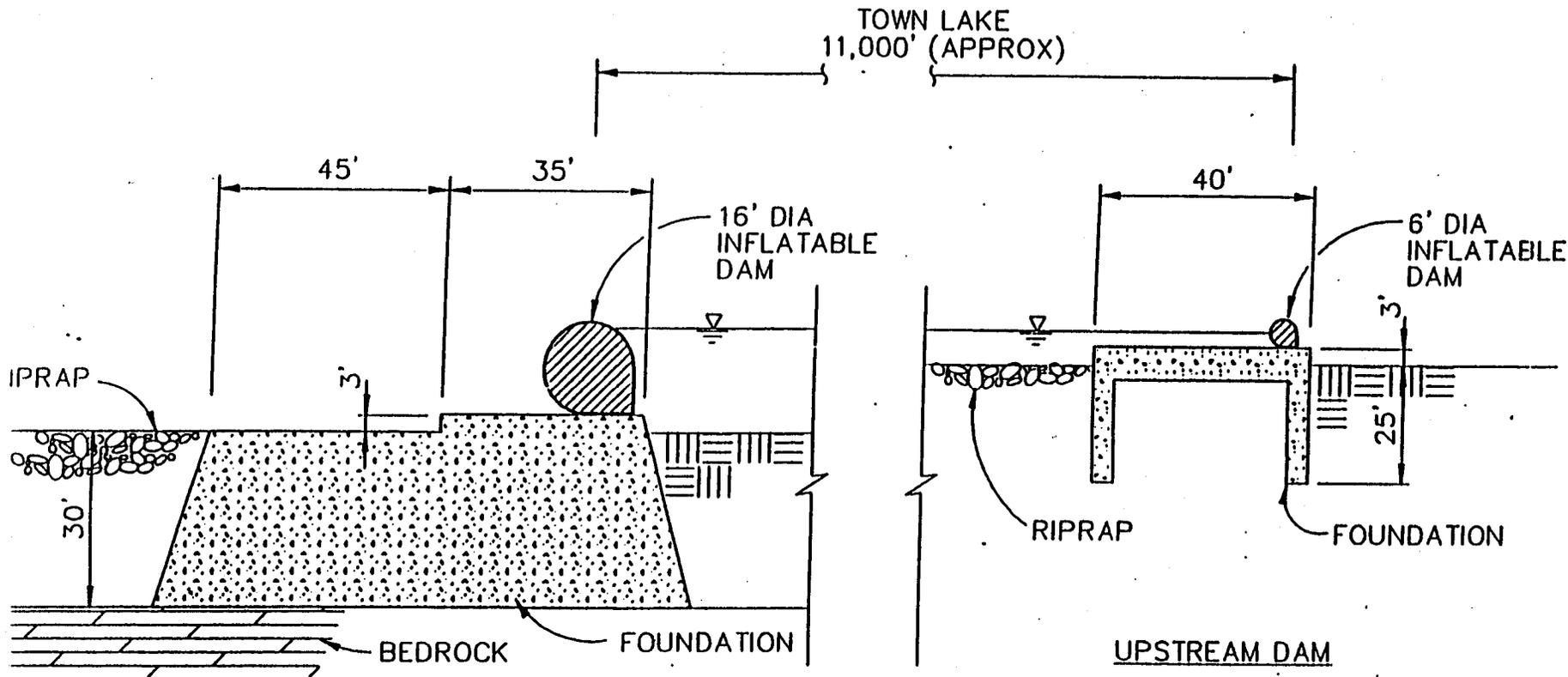
SHEET 5 OF 10

TOWN LAKE PLAN

RIO SALADO COE 404  
PERMIT APPLICATION



TOWN LAKE  
11,000' (APPROX)



DOWNSTREAM DAM

UPSTREAM DAM

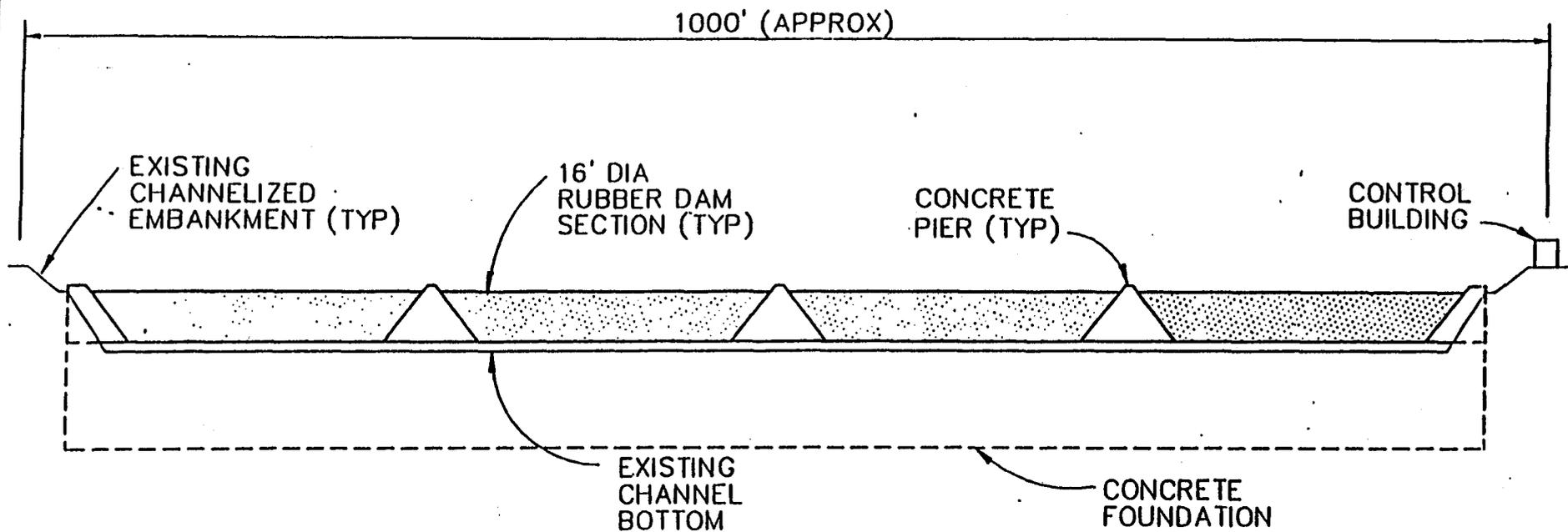
**SECTION A-A**

APPL: CITY OF TEMPE  
APPL #: 944090400-CL

RIO SALADO COE 404  
PERMIT APPLICATION



05-18-94



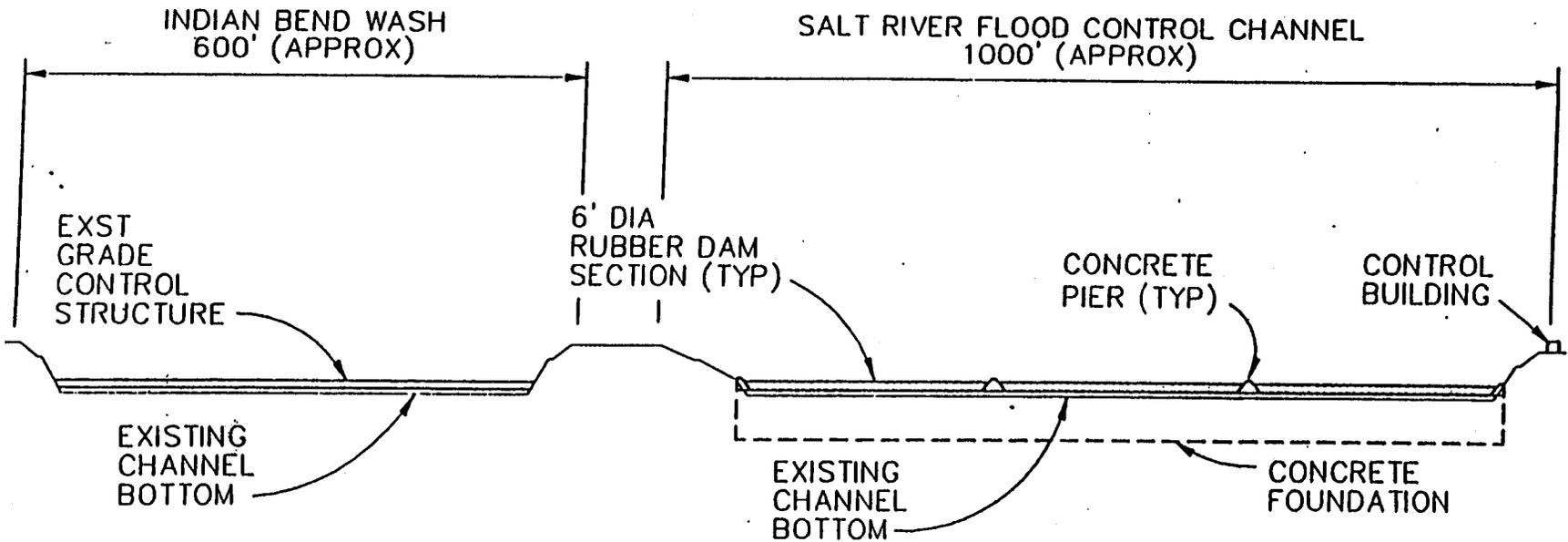
APPL: CITY OF TEMPE  
APPL #: 944090400-CL

SHEET 1 OF 10

SECTION B-B

RIO SALADO COE 404  
PERMIT APPLICATION





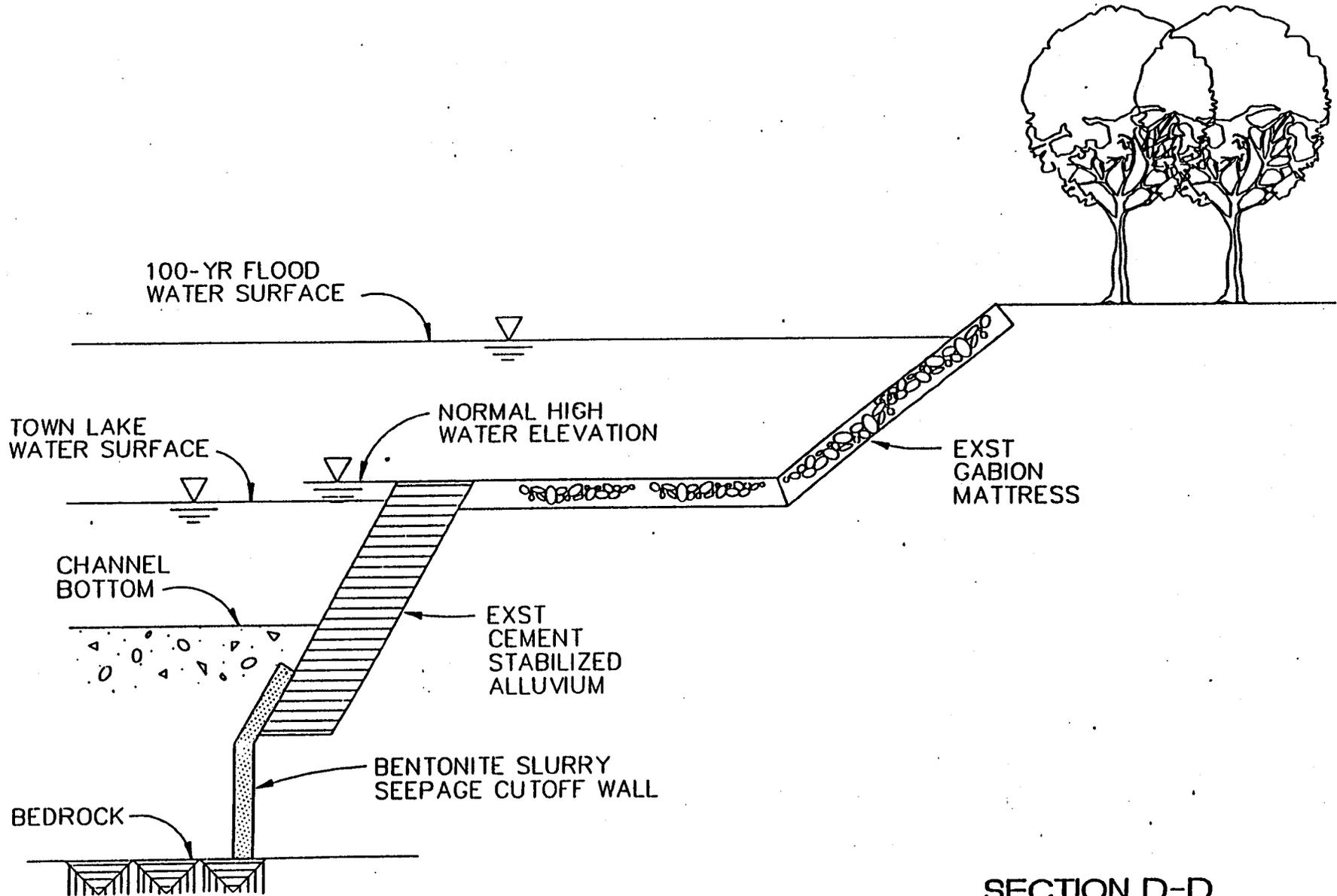
APPL: CITY OF TEMPE  
APPL #: 944090400-CL

SHEET 8 OF 10

SECTION C-C

RIO SALADO COE 404  
PERMIT APPLICATION





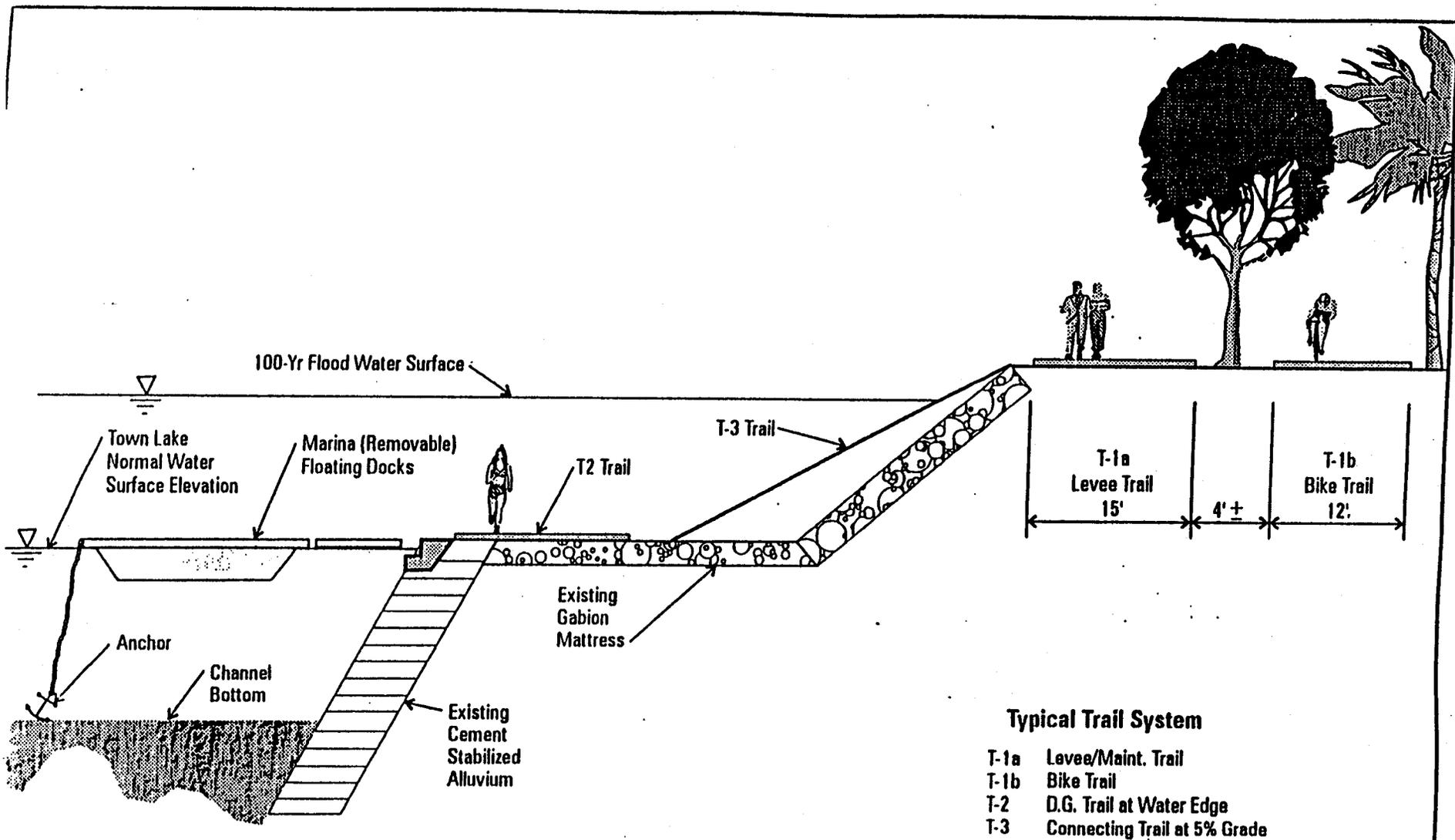
APPL: CITY OF TEMPE  
APPL #: 944090400-CL

SHEET 9 OF 10

SECTION D-D

RIO SALADO COE 404  
PERMIT APPLICATION





**Typical Trail System**

- T-1a Levee/Maint. Trail
- T-1b Bike Trail
- T-2 D.G. Trail at Water Edge
- T-3 Connecting Trail at 5% Grade

APPL: CITY OF TEMPE  
 APPL # : 944090400-CL  
 SHEET 10 OF 10

**Typical Section**  
 Rio Salado COE 404  
 Permit Application

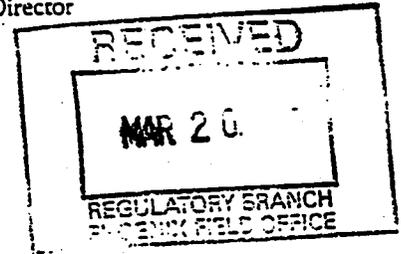




## ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Fife Symington, Governor      Edward Z. Fox, Director

March 13, 1995



Mr. Howard Hargis  
City of Tempe  
City Engineers Office  
P.O.Box 5002  
Tempe, AZ 85280

RE: To Construct Rio Salado's Town Lake and Associated Facilities in the Salt River Between Priest Drive and McClintock Drive in the City of Tempe, Maricopa County, Arizona - PUBLIC NOTICE NO. 944090400-CL.

Dear Mr. Hargis:

The Arizona Department of Environmental Quality (ADEQ) staff has reviewed the referenced Public Notice and other information for State Water Quality Certification pursuant to Sections 401 and 404 of the Federal Clean Water Act. Information appearing in Section A describes the project. Information listed in Section B were used as the basis for this State Certification. Our technical review has determined that no negative impacts will occur to the chemical, physical or biological integrity of the Salt River when the Conditions shown below in Section C are adhered to during construction and post construction activities.

**A. PROJECT DESCRIPTION**

1. The Tempe Town Lake will be formed by the construction of two inflatable dams in the Salt River. A six foot high dam will be placed upstream of the Indian Bend Wash confluence with the Salt River and a 16 foot high dam will be placed ½ mile upstream of Priest Drive. The lake will be two miles long and cover 200 surface acres.
2. Ancillary facilities consist of: boat slips, a City Park, operations building, bike paths, hiking trails, lighting, docks, streets, plantings of trees and shrubs, pump house, public art, water features, parking and picnic areas and other facilities designed to appeal to the public.

**B. BASIS FOR CONDITIONAL STATE 401 WATER QUALITY CERTIFICATION**

1. State of Arizona, Water Quality Standards for Navigable Waters, Arizona Administrative Code (A.A.C.) Title 18, Chapter 11, Article 1.
2. Arizona Department of Environmental Quality Policy for Protecting Water Quality During Facility Construction, adopted December 21, 1994.
3. Final Report and Recommendations of the Governor's Riparian Habitat Task Force, Executive Order 89-16, dated October 1990, and Executive Order No. 91-6 dated February 14, 1991.
4. A letter dated May 2, 1994 to Ed Swanson from Steve Neilson of the City of Tempe inviting Ed to a Pre-application meeting at the COE office on May 19, 1994.

5. On May 19, 1994 a meeting was held to introduce the Tempe Town Lake project at the COE office in Phoenix. The meeting was attended by representatives of the COE, ADEQ, USFWS, AGF, the City of Tempe and the consultant, CH2M Hill.
6. U.S. Army Corps of Engineers (COE) Public Notice No. 944090400-CL dated September 1, 1994 and received by ADEQ on December 8, 1994.
7. Completed ADEQ form 404-033 dated November 14, 1994 and received by ADEQ on November 16, 1994 from Steve Walker of CH2M Hill (CH2M) including the following items:
  - a. Five pages of technical data relating to water quality issues.
  - b. A two page report dated September 22, 1994 from George Cotton concerning Salt River Sedimentation.
  - c. Twenty 11 X 14 inch drawings of the project.
  - d. Eighteen pages of drawings and explanations of the project.
  - e. A one page letter dated June 20, 1994 to Steve Neilson from Wayne Palsma concerning the applicability of an NPDES Permit for the Town Lake.
  - f. A one page letter dated August 4, 1994 to Steve Neilson from James Du Bois concerning the applicability of an Aquifer Protection Permit.
8. A six page alternatives analysis dated August 30, 1994 to Cindy Lester (COE) from Rich Randall (CH2M).
9. A letter dated December 14, 1994 to Rich Hill (CH2M) from Jim Matt requesting clarification on 14 items concerning the Town Lake.
10. A letter dated January 9, 1995 to James Matt from Steve Walker (CH2M) responding to the December 14, 1994 letter in Item B.9.
11. A letter dated January 12, 1995 from James Matt to Rich Randall requesting clarification on nine items concerning the town lake.
12. A letter dated February 14, 1995 to James Matt from Steve Walker responding to the questions in Item B.11.
13. A meeting at ADEQ on February 27, 1995 attended by Howard Hargis of the City of Tempe, Steve Walker of CH2M Hill and Jim Matt of ADEQ. This meeting was primarily concerned with a discussion of the sampling plan.
14. Letter dated March 13, 1995 from Tom Trent, Clean Lakes Coordinator to Jim Matt discussing the sampling parameters for the Tempe Town Lake.

**C. CONDITIONS FOR STATE 401 WATER QUALITY CERTIFICATION**

This State Water Quality Certification is issued by the Arizona Department of Environmental Quality under the authority of Section 401(a) of the federal Clean Water Act (33 U.S.C. §1251 *et seq.*). The conditions listed below apply to this Section 404 Permit issued by the U.S. Army Corps of Engineers. These conditions are enforceable by the U.S. Environmental Protection Agency. Civil penalties up to a maximum of \$25,000 per day of violation may be levied if these certification conditions are violated. Criminal penalties may also be levied if a person knowingly violates any provision of the federal Clean Water Act.

1. Other permits or approvals may be required by Maricopa County, the Arizona Department of Environmental Quality (ADEQ), or the U.S. Environmental Protection Agency if the overall project includes a potable water supply, Stormwater management, wastewater reuse facilities, or wastewater collection/holding/treatment/ disposal facilities.
2. No disposal of construction or demolition wastes, wastewater, contaminated water or any other potential pollutant is authorized by this State 401 Water Quality Certification by ADEQ, except as expressly provided in the Section 404 Permit.
3. This Certification is only for the project described in Section A and is valid for a period of 30 months from the date signed by the Director of the Water Quality Division. If project construction has not started by this deadline, the applicant must notify ADEQ, Attention Surface Water Quality Certification, Water Quality Division, 3033 North Central Avenue, 5th Floor, Phoenix, Arizona 85012. ADEQ will then have the option of extending, modifying or denying this Certification.
4. The applicant must provide a copy of these State 401 Water Quality Certification Conditions to all appropriate contractors and subcontractors. The applicant must also post a copy of these conditions in a weather resistant location at the construction site where it may be seen by the workers.
5. There can be no substantive changes/modifications in the project plans and analyses identified in Sections A and B or the implementation of those plans which might affect surface water quality. If a substantive change/modification is desired, notice and supporting information must be submitted to ADEQ for review. ADEQ will then modify this Certification to include the changes/modifications, provided that Water Quality Standards for Navigable Waters (A.A.C. Title 18, Chapter 11, Article 1) will be achieved. Failure of the operator to promptly notify ADEQ of any proposed substantive changes/modifications could result in a revocation of this Certification. Correspondence to ADEQ must be addressed per Condition C.3, above.
6. When this project is physically commenced at the construction site, ADEQ must be notified by the applicant or his designee within seven days of the start date. When this notification is made, please provide the start date and the names and phone numbers of the prime contractor and a contact person. ADEQ may conduct inspections to determine compliance with A.A.C. Title 18, Chapter 11, Article 1. When the project is complete ADEQ must be similarly notified. Notification must be addressed to ADEQ per Condition C.3, above.
7. Runoff and seepage from roadways, embankments, and other alterations of the natural environment must not cause a violation of A.A.C. Title 18, Chapter 11, Article 1.
8. All off-site material sources for the project must have valid and current permits under the Federal Clean Water Act [Sections 402 (NPDES) and 404 ] and the State Aquifer Protection Program, where necessary. Facilities and activities not covered by individual permits under these programs are not exempt from the duty to comply with water quality standards, and will be subject to compliance action if violation is documented. Other permits pertaining to air quality may be required for material sources and are the responsibility of the applicant or his agent(s).
9. Water for dust suppression, if used, must not contain contaminants that could violate ADEQ water quality standards for surface waters or aquifers.

- e. Sampling for Total Petroleum Hydrocarbons (TPH) will be conducted monthly at the same locations as the nutrient and metals samples.
- f. Sampling for metals will commence at monthly intervals after the lake has been filled. Metals and nutrients may be sampled at the same time and location. A pattern should soon be apparent and the sampling frequency reduced. The enclosed page titled "Inorganic Chemistry Test Sets" show the list of metals to be sampled for originally under the column "SURFACE WATER-ALL INORGANICS".
- g. An important parameter for judging the health of a lake is the presence of chlorophyll. During the summer months when fecal coliform is being sampled, chlorophyll a, b, c and pheophytin a shall be sampled for at the same time and locations.

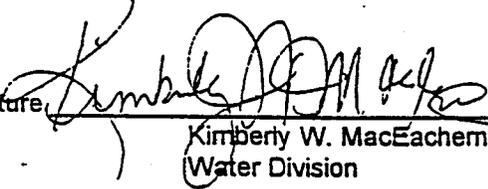
This is the initial sampling program for the Tempe Town Lake. Sample results will be sent to ADEQ at the address shown in Item C.3 above. The sampling program will be modified as sample results are received and reviewed. Mr. Howard Hargis, the applicant, will be notified when it is necessary to implement a change in the sample plan.

Construction procedures must be consistent with the Arizona Department of Environmental Quality Policy for Protecting Water Quality During Facility Construction. The specific procedures for preventing water pollution indicated in ADEQ policy statements #1 through #13, together with Conditions C.1 through C.18, listed above, should ensure compliance with water quality standards. Subject to the above Project Description, Basis and Conditions of Certification, this letter certifies that the proposed project of the City of Tempe in the Salt River Channel complies with existing navigable water quality standards. If you have any questions about this Letter of Certification, please call James Matt (602) 207-4502. Thank you for your cooperation and efforts to protect our natural environment.

Sincerely,

Authorized ADEQ Signature, \_\_\_\_\_

Date \_\_\_\_\_

  
Kimberly W. MacEachern, Director  
Water Division

Encloser.

KWM:JRM:jrm

cc: James Romero, EPA Region 9  
Corps of Engineers Regulatory Branch - Phoenix  
Larry Rielly, AGFD  
Sam Spiller, USFWS

INORGANIC CHEMISTRY TEST SETS

	SOW ALL INORGANIC	PRIMARY STANDARDS	SECONDARY STANDARDS	SURFACE WATER-ALL INORGANICS	SURFACE WATER NUTRIENTS	P.P. METALS	DISS. METALS	TOTAL RECOV. METALS	MAJOR CATIONS/ ANIONS
TO USE. CHECK:	ABOVE BLOCKS ONLY					INDIVIDUAL TESTS REQUIRED			
ALKALINITY, TOTAL	X		X	X					X
ALKALINITY, PHENOL	X		X	X					X
AMMONIA					X				
CHLORIDE	X		X	X					X
CONDUCTIVITY	X		X	X					
FLUORIDE	X	X		X					X
HARDNESS	X		X	X					X
NO2 NO3 TOTAL	X	X		X	X				X
NITRITE					X				
PHOSPHORUS					X				
TKN					X				
pH	X		X	X					X
SULFATE	X		X	X					X
TDS	X		X	X					X
TSS				X					
TURBIDITY		X		X					
Ag (Silver)	X	X		X		X	X	X	
As (Arsenic)	X	X		X		X	X	X	
B (Boron)				X					
Ba (Barium)	X	X		X			X	X	
Be (Beryllium)						X			
Cd (Cadmium)	X	X		X		X	X	X	
Ca (Calcium)	X		X	X					X
Cr (Chromium)	X	X		X		X	X	X	
Cu (Copper)	X		X	X		X	X	X	
Fe (Iron)	X		X	X				X	X
K (Potassium)				X					X
Hg (Mercury)	X	X		X		X	X	X	
Mg (Magnesium)	X		X	X					X
Mn (Manganese)	X		X	X				X	
Na (Sodium)	X		X	X					X
Ni (Nickel)						X			
Pb (Lead)	X	X		X		X	X	X	
Se (Selenium)	X	X		X		X	X		
Sb (Antimony)						X			
Tl (Thallium)						X			
Zn (Zinc)	X		X	X		X	X	X	

**FEDERAL AID  
CONTRACT PROVISIONS**

**(EPRISE, 01/15/95)**

**DISADVANTAGED BUSINESS ENTERPRISES:**

***Purpose:***

The following is the statement of policy by the United States Department of Transportation, Title 49 of the Code of Federal Regulations, Part 23.43 (a) (1) and (2):

"(1) **Policy.** It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement."

"(2) **DBE Obligation.** (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

The contractor is notified that the provisions of Title 49 of the Code of Federal Regulations, Part 23, apply to the contractor and Socially and Economically Disadvantaged Business Enterprises (DBEs).

It is the policy of the Arizona Department of Transportation (Department) that Socially and Economically Disadvantaged Business Enterprises (DBEs) shall have maximum opportunity to participate as contractors, subcontractors, suppliers, or vendors in the performance of contracts financed in whole or in part with Federal funds. The provisions of this contract will be interpreted in accordance with this policy.

***Definitions:***

**(1) Disadvantaged Business Enterprise (DBE):**

A small business concern, as defined pursuant to Section 3 of the Small Business Act and implementing regulations, (a) which 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 of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**(2) Socially and Economically Disadvantaged Individuals:**

Those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. There is a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Department may also determine, on a case by case basis, that individuals who are not members of one of the following groups are socially and economically disadvantaged:

- (a) "Women,"
- (b) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- (c) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese cultures or origins, regardless of race;
- (d) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas; and
- (f) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

**(3) Joint Venture:**

An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge.

A joint venture is eligible for certification if the DBE partner of the joint venture meets the standards for an eligible DBE set forth in above and in 49 CFR 23.53 and the DBE partner is responsible for a clearly defined portion of the work to be performed and shares in the ownership, control, management responsibilities, risks, and profits commensurate with its share of the joint venture.

***Organizations Working with DBEs:***

Listed below are the names of some agencies that are actively working with DBEs and assisting them in their efforts to participate in the highway construction program. All bidders should contact these agencies and work with them in all of their efforts to ensure maximum participation of DBEs in the construction program of the Department.

Applied Business Concepts, Inc.  
5312 North 12th Street, Suite 302  
Phoenix, AZ 85014  
Phone (602) 266-6003

Arizona Department of Transportation  
Affirmative Action Office  
1739 W. Jackson, Room 118P  
Phoenix, AZ 85007  
Phone (602) 255-7761, Mail Drop 154A

The contractor is also encouraged to contact other community organizations.

***Applicability:***

These provisions are applicable to all bidders including DBE bidders. A successful bid submitted by a certified DBE as a prime contractor shall be presumed to have met the prescribed DBE participation goal. 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.

***Certification:***

Certification as a DBE or a DBE joint venture shall be predicated on:

- (1) The completion and execution of a "Disadvantaged Business Enterprise Application" and a "Disadvantaged Business Enterprise Disclosure Affidavit (Schedule A)," or a "Disadvantaged Business Enterprise Joint Venture Disclosure Affidavit (Schedule B)," as appropriate.
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s).
- (3) The submission of any additional information which the Department may require to determine the firm's eligibility to participate in the DBE program.

Applications for certification may be filed with the Department at any time; however, completed applications shall be submitted by a DBE at least 10 working days prior to the bid opening for the project on which the DBE seeks to participate. A DBE must be certified by the Department at least five working days prior to the bid opening for a project to be eligible to participate as a DBE on that project. The Department will process applications in an expeditious manner, but is not committed to certify DBEs within any given period of time.

Application forms for certification are available at the Department's Affirmative Action Office, 1739 W. Jackson, Room 118P, Phoenix, Arizona 85007. Phone (602) 255-7761.

Applicants for certification as DBEs shall agree to permit the Department to audit and examine the books, records, and files of the business which is applying for certification.

The Department recognizes only those businesses which have been certified by the Department, or certified by the Small Business Administration in accordance with Section 8(a) of the Small Business Act. DBE certifications by other Arizona agencies or by similar out-of-state transportation agencies will not be sufficient; the Department or the Small Business Administration (under Section 8 (a)) must first certify the DBE.

The names, addresses, dates of certification, and types of work performed by Department-certified DBEs will be listed in the Department's Directory of DBEs. Copies of the Directory will be available to the public at the Affirmative Action Office, 1739 W. Jackson, Room 118P, Phoenix, Arizona 85007. Phone (602) 255-7761.

The Department maintains two lists of certified DBEs. The list that is made available to plan holders prior to bid openings has the names, addresses, phone numbers, and types of work performed for firms that have provided copies of their registrations or licenses, if required to perform on highway construction jobs. Information concerning contractor licensing and/or professional registration was obtained from the DBEs. ADOT does not guarantee the accuracy and/or completeness of the information nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The second list contains certified DBEs who have not demonstrated to ADOT they are licensed and/or registered. This list is available upon request.

The contractor bears all risks if it chooses to contract with a firm that does not have a license. If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the contractor assumes liability to replace the DBE with another DBE.

The Department certifies firms according to their ownership and control. The Department does not certify firms according to their qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

***General:***

Proposals submitted in variance with these provisions will be considered nonresponsive. Noncompliance with these provisions by the contractor will result in remedial action as herein set forth.

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

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

Each contractor shall establish a program which will effectively promote increased participation by DBEs in the performance 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.

***DBE Participation:***

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.

A DBE second-tier subcontractor to a non-DBE will not be counted toward meeting the DBE goals.

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.

**Goals:**

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

Percent of the Total Bid

**10.0%**

***Counting DBE Participation Toward Meeting Goals:***

Once a firm is determined to be an eligible DBE in accordance with these provisions, the total dollar value of the contract awarded to the firm is counted toward the goal subject to the conditions stated below.

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, however, any dollar amount of work to be accomplished by DBEs in excess of the amount which would be paid based on contract unit bid prices will not count toward the established goal.

The contractor may count toward the goal, a portion of the total value of a contract with a joint venture, eligible under the standards of this subpart, equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture.

The contractor may not count second-tier subcontracts to DBEs toward the goal.

A successful bid submitted by a certified DBE as a prime contractor shall be presumed to have met the prescribed DBE participation goal. 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.

A DBE subcontractor may enter into second-tier subcontracts which are consistent with normal industry practices. However, items which are second-tier subcontracted by a certified DBE subcontractor will not be counted toward the participation goal unless:

- (1) That work is second-tier subcontracted to another certified DBE; or,
- (2) No more than 30 percent of the DBE subcontract is second-tiered to non-DBE.

Notwithstanding the foregoing criteria, if any item is subcontracted by a DBE subcontractor to a non-DBE beyond that percentage stated above, no credit will be given toward the participation goal for that specific item.

A DBE subcontractor shall perform a commercially- useful function; that is, the firm shall be responsible for the execution of a distinct element of the work and shall carry out its responsibility by actually performing, managing, and supervising the work involved. To determine whether a DBE subcontractor is performing a commercially-useful function, the Department will evaluate the amount of work subcontracted and other relevant factors. If the Department determines that the DBE is not performing a commercially useful function, the DBE's work will not be credited toward the participation goal, and the contractor will be required to make up the dollar amount of the work with another DBE. If a DBE subcontractor further subcontracts a greater portion of the work than the above Department policy, the DBE subcontractor shall be presumed not to be performing a commercially-useful function.

A contractor may count toward its DBE goal, 60 percent of its expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100 percent of such expenditures to a DBE manufacturer. However, DBE credit for supplying paving asphalt and other asphalt products will only be permitted for reasonable hauling costs, and only if the DBE is the owner or lessee of all the equipment and trucks. Leases for trucks must be long term and must include all attendant responsibilities such as insurance, titling, hazardous waste requirements, and payment of drivers.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

A contractor may count toward its DBE goal, the following expenditures to DBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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 by the broker firm which secures and furnishes the officer to the contractor.

- (2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Credit for trucking by DBE will include only that amount of work actually performed by the DBE with its own personnel and with equipment owned by the DBE, except such equipment as described in the following paragraph.

A DBE owner/operator may augment its fleet by leasing or subcontracting from other owner-operators. However, the amount leased or subcontracted will not be counted toward the participation goal unless:

- (a) The trucks are leased from another certified DBE; or
- (b) No more than 30 percent of the DBEs fleet is leased or subcontracted from non-DBE.

If any item is leased or subcontracted by a DBE owner/operator from a non-DBE beyond the percentage stated above, no credit will be given toward the participation goal for that specific item.

A DBE owner/operator must perform a commercially useful function and carry its responsibility by actually performing, managing and supervising the work. All employees under the subcontract must be on the DBE owner-operator payroll.

- (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

The Department's determination as to the amount of DBE credit to be received shall be final.

***Submission with Bids:***

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

- (1) The established goal for DBE participation will be met and arrangements have been made 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 INCOMPLETE, UNSIGNED AND/OR NON-NOTARIZED AFFIDAVITS WILL BE CONSIDERED NONRESPONSIVE.**

***Bidder Meeting DBE Goal:***

If the apparent low bidder indicates in the bid that it will meet or exceed the DBE goal, the DBE Intended Participation Affidavit and its attachments shall be submitted as follows:

The "DBE Intended Participation Affidavit" and its attachments must be received by the Affirmative Action 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 Affirmative Action Office, 1739 W. Jackson, Room 118P, Phoenix, AZ 85007, phone (602) 255-7761, fax (602) 255-8429. This affidavit and attachments shall indicate that the bidder will meet or exceed the DBE goal if this was indicated on the submittal with the bid.

The affidavit and attachments must be accurate and complete in every detail and must be signed by an officer of the contractor(s). A separate attachment affidavit must be submitted for each DBE used to meet the goal of the project. The bidder shall indicate each DBE's ADOT certification number, each firm's name, the bid items the DBE will perform, and the proposed subcontract amount. All partial items must be fully explained. If not, the DBE will be considered to be responsible for the entire item. The amount credited towards the DBE goal is the DBE subcontract/agreement amount, not to exceed the bid amount. A summary affidavit must be submitted listing the DBEs used and the subcontract/agreement amounts.

**ONLY THOSE DBE FIRMS CERTIFIED BY THE DEPARTMENT AT LEAST FIVE WORKING DAYS PRIOR TO BID OPENING WILL BE CONSIDERED.** It shall be the bidder's responsibility to ascertain the certification status of designated DBEs.

**FAILURE TO SUBMIT THE REQUIRED INFORMATION BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE APPARENT LOW BIDDER TO BE INELIGIBLE TO RECEIVE AWARD OF CONTRACT AND THE PROPOSAL GUARANTEE (BID BOND) SHALL BE FORFEITED.**

***Documented Good Faith Effort:***

As a condition of award, the apparent low bidder who does not fulfill the established DBE goal when bids are opened 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.

Failure to demonstrate "good faith" efforts to the satisfaction of ADOT will result in the rejection of the bid. The apparent low bidder who fails to meet the minimum DBE goal at the time bids are opened must complete the "Certificate of Good Faith Efforts" to assist ADOT in determining whether a comprehensive "good faith" effort has been executed. Copies of this certificate are available from the Affirmative Action Office, 1739 W. Jackson, Room 118P, Phoenix, AZ 85007, phone (602) 255-7761. The certificate and accompanying information must be submitted to the ADOT Affirmative Action Office by 4:00 P.M. on the fifth working day after the bids are opened. "Good faith" efforts will not be recognized if the apparent low bidder failed to contact the ADOT DBE Supportive Services Consultant, Applied Business Concepts, Inc., prior to the letting either in writing or by telephone to inform them of the firm's desire to use DBEs on a given project and to request assistance. If the contractor elects to contact Applied Business Concepts, Inc., by telephone, he shall document such contact with a telephone log which indicates date and time of call, and the name of the person contacted. The telephone number for Applied Business Concepts is (602) 249-0793.

In order to be viewed as "good faith" efforts, a bidder's efforts should be those that could reasonably be expected from a bidder who was actively and aggressively seeking to meet the DBE goal. "Good faith" efforts may include, but are not limited to:

- (1) Written and telephonic notification to DBEs that their participation in the contract is being solicited, in sufficient time to allow the DBEs to participate effectively;

- (2) Active follow-up of initial communications, documented by letter or telephone log;
- (3) Selection of portions of work proposed to be performed by DBEs in order to increase the likelihood of achieving the DBE goal identified in the bid;
- (4) Fair consideration of DBE proposals;
- (5) Assistance in obtaining bonding or insurance required by the contractor.

Documentation of "good faith" efforts with DBEs for specific sub-bids must include, but is not limited to:

- (1) The names, addresses, and telephone numbers of DBEs contacted, and the date of contact;
- (2) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed;
- (3) A description of the efforts made to assist DBEs in obtaining bonding or insurance required by the contractor or the Department; and,
- (4) Copies of all bids/quotes received from DBEs whether written or verbal and an explanation of why DBEs contacted were not awarded subcontracts. **PRICE ALONE IS NOT SUFFICIENT REASON TO REJECT A DBE PROPOSAL.**

The ADOT Affirmative Action Administrator will, along with representatives from Contracts and Specifications and Construction Operations, review the Certificate of Good Faith Efforts and, if necessary, meet with the apparent successful low bidder prior to contract award to determine whether in fact "good faith" efforts have been implemented consistent with ADOT procedures and appropriate federal regulations (49 CFR Part 23.53) governing the DBE program.

When considering whether the bidder made a good faith effort to meet the Department-established DBE goal, the Department will also consider the extent to which other bidders obtained DBE participation.

**FAILURE TO SUBMIT THE REQUIRED INFORMATION BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE APPARENT LOW BIDDER TO BE INELIGIBLE TO RECEIVE AWARD OF CONTRACT AND THE PROPOSAL GUARANTEE SHALL BE FORFEITED.**

***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 herein, within five working days after notification.

***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, in lieu of subcontracting, without approval of the Department. Contract items eliminated from the project, with the approval of the Engineer, will not reduce the contractor's credit for DBE participation. 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.

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/or DBE that the DBE is unable or unwilling to perform.

***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 participation 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. The substitute DBEs name, description of work, and dollar value of work shall be submitted to the Department, and the Department's approval obtained prior to the substitute DBE beginning the work.

Unless the Engineer finds the termination of the DBE subcontract was the fault of the prime contractor, or was the result of the prime contractor's bad faith, the Department may bear reasonable actual administrative costs associated with obtaining a substitute DBE, such as solicitation, staff time, and postage. It shall be the prime contractor's responsibility to provide the Department with documentation of these costs.

In the event a prime contractor is unable after a substantial good faith effort to obtain another certified DBE, the Department may lower the DBE goal on the project.

***Compliance:***

The contractor shall submit at the completion of the project the "Certification of Payments to DBE Firms Affidavit" for each firm used to meet the DBE goal. This affidavit shall be signed by the prime contractor and the relevant DBE.

***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 DBE special provisions, such failure shall constitute a breach of contract and may result in termination of the contract, or any such other 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 commitment which was not obtained will be deducted from the payment due the contractor. However, if the failure is the first by the contractor under this contract, and the Engineer determines that the failure was an unintentional error or oversight, the amount to be deducted may be reduced to one-half (1/2) of the value of the unobtained commitment at the discretion of the Engineer. In addition to any other sanctions, willful failure of the contractor, DBE, or other participants in the project to comply with the DBE provisions of 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 Affirmative Action 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 Affirmative Action 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 Affirmative Action 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 timeframe 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 \_\_\_\_\_, 19\_\_, in the city of \_\_\_\_\_, Arizona, by and between \_\_\_\_\_ (hereafter know as Mentor), and \_\_\_\_\_ (hereafter know 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

**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.

**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 3 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.

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT:**

**103.02**            **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  
800 W. Washington  
6th Floor  
Phoenix, AZ 85007  
Phone: (602) 542-1502

**SECTION 104 - SCOPE OF WORK:**

**104.02**            **Alterations of Contract:** of the Standard Specifications is revised to read:

**(A)            Significant Changes In The Character of Work:**

- (1)    The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

When the Department makes alterations in the details of construction or Specifications, that are limited in scope, to the extent that the cost of the alterations will not exceed \$5,000.00, the Engineer and the contractor may reach agreement upon the scope of work and a lump sum amount to cover the cost of the work to be performed. This agreement shall be reflected in a letter from the Engineer to the contractor, which, when executed by both parties, shall have the same force and effect as a supplemental agreement. Work shall not proceed until both parties have signed the agreement. This work will be paid for under ITEM 9240101 - Miscellaneous Work, at the lump sum amount agreed upon, which item will not be a part of the Bidding Schedule, but will be established by the Engineer through the initial letter agreement.

- (2)    If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or, by affecting other work, cause such other work to become significantly different in character, an adjustment, excluding anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.
- (3)    If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4)    The term "significant change" shall be construed to apply only to the following circumstances:
  - (a)    When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
  - (b)    When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**(B) Suspensions of Work Ordered By The Engineer:**

- (1) If the performance of all or any portion of the work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (2) Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will be make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- (4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**(C) Differing Site Conditions:**

- (1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (2) Upon written notification, the Engineer will investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- (4) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**ITEM 9230001 - PROVIDE ON-THE-JOB TRAINING:**

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under this project shall be at least 1, and the required number of training hours is 150; however, the contractor shall make every possible effort to provide additional trainees with training and shall see that all trainees are afforded every opportunity to participate in as much training as is practically possible to provide. Due to turnover and attrition of trainees in any one trainee slot, it is expected that continuous trainee replacements may be necessary during the contract work period.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Highways Division for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

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

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Highways Division and the Federal Highway Administration. The Highways Division and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, Apprenticeship programs registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Bureau of Apprenticeship and Training will also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Specifically, union apprenticeship programs, Associated Builders and Contractor's apprenticeship program and Associated General Contractor's Arizona Training program may be used. Additionally, in-house training programs are approved on a case-by-case basis. Approval or acceptance of a training program shall be obtained from the Highways Division prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Federal Highway Administration. Some off site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for off site training indicated above may only be made to the contractor where he contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the off site training period.

No payment will be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. However, when such training opportunities are suspended or interrupted under the contract which the trainee was designated, the contractor may continue training under other ADOT contracts regardless of their funding, except that no reimbursement for such training shall be made on non-federal aid contracts, under this training special provision. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent of the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program will apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

The contractor shall submit a weekly training report to the Engineer. The report shall be prepared on forms obtained from the Affirmative Action Office, Room 118, 1739 W. Jackson, Phoenix, Arizona 85007, phone (602) 255-7761.

At the preconstruction conference, the contractor shall submit a schedule which will indicate each trainee's name, social security number, sex, race/ethnicity, the program in which the trainee is enrolled, the approximate number of hours each trainee will be trained in each phase of the work, the crafts to which the trainees belong and the estimated period of time that they will be employed as trainees. A supplemental schedule shall be submitted to the Engineer when a revision in the original schedule is necessary. At the time each trainee is scheduled to begin work, the contractor shall submit to the Engineer each trainee's name, social security number, sex, and race/ethnicity. The contractor must also submit proof that the trainee is enrolled in an approved training program.

At the conclusion of the project or at the end of each calendar year for multi-year projects, the contractor must submit to the Affirmative Action Office and to the project office, the same information described hereinbefore for each trainee that worked on the project. Additionally, the contractor must indicate if the trainee graduated from the program, was terminated due to cause, or was transferred to another project to continue his/her training.

If, at the preconstruction conference, the contractor does not provide a schedule containing the specified information, the Engineer will notify the contractor of the infraction. Failure to provide the schedule within 15 calendar days from the date of notification shall be considered as willful non-compliance. The Engineer will cause to be withheld from the contractor's monthly payments additional retainage in the amounts specified below. The amount withheld from the monthly payment shall be held until an acceptable schedule or supplemental schedule has been submitted.

The Engineer will monitor the use of trainees based on the contractor's schedule, supplemental schedules, and weekly training report. If the use of trainees is not in conformance with the schedule or supplemental information, the Engineer will cause to be withheld from the contractor's monthly payments additional retainage in the amounts specified below. Conformance with the schedule will be considered acceptable when the cumulative number of trainee hours earned to date under the Item 9230001 - PROVIDE ON-THE-JOB TRAINING is at least 90 percent of that shown on the schedule, for the work performed to date.

**ADDITIONAL RETAINAGE:**

First and Second monthly payments following infraction \$1,000.00 each month  
Third monthly payment and thereafter \$5,000.00 each month

The amount withheld from the monthly payment shall be held until an acceptable schedule or supplemental schedule has been submitted and until conformance with the schedule has been determined.

If, at the completion of the contract, the Department is holding additional retainage in accordance with this specification, the retainage will become the property of the Department, not as penalty but as liquidated damages.

PROPOSAL

Place: Tempe, Arizona

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

Mayor and City Council  
City of Tempe  
Tempe, Arizona 85281

In compliance with your invitation for bids and all conditions of Contract Documents, the \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, a partnership consisting of \_\_\_\_\_, or individual trading as \_\_\_\_\_, of the City of \_\_\_\_\_, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, service and transportation (all applicable taxes included) of the **RIO SALADO NORTH BANK BIKE PATH, CITY OF TEMPE PROJECT NO. 956598** and to install the material therein for the Owner in a good and workmanlike and substantial manner and to the satisfaction of the Owner, or their properly authorized agents and strictly pursuant to and in conformity with the Contract Documents and other documents that may be made by the Owner or their properly authorized agents, as provided herein, at the following prices shown on the Base Bid.

BASE BID  
 CITY OF TEMPE  
 PROJECT NO. 956598  
 North Bank Trail - East of Mill

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	MOBILIZATION	1	L.S.	_____	_____
2	REMOVE & SALVAGE CHAIN LINK FENCE	155	L.F.	_____	_____
3	REMOVE EXISTING HEADWALL/WINGWALL	1	L.S.	_____	_____
4	REMOVE & SALVAGE CHAIN LINK GATE	1	EA.	_____	_____
5	REMOVE EXISTING CONCRETE BIKE PATH	240	S.F.	_____	_____
6	BORROW	11,003	C.Y.	_____	_____
7	EXCAVATION	1,018	C.Y.	_____	_____
8	SUBGRADE PREPARATION	7,667	S.Y.	_____	_____
9	INTEGRALLY COLORED CONCRETE BIKE PATH FOR PAVING	55,885	S.F.	_____	_____
10	2" AC (C-3/4)	1,197	S.Y.	_____	_____
11	ADJUST EXISTING MANHOLE FRAME & COVER PER MAG STD DET 422	1	EA.	_____	_____
12	CHANNEL GRADING	470	C.Y.	_____	_____
13	DOUBLE BARREL 8' X 8' CBC EXTENSION	1	L.S.	_____	_____
14	RAMADA	2	EA.	_____	_____
15	RAMADA LIGHTING (1 BOLLARD EA & SPECIAL GROUNDING)	1	L.S.	_____	_____
16	LIGHT POLES & PRESTRESSED BASES	63	EA.	_____	_____
17	LIGHT BOLLARDS	10	EA.	_____	_____

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
18	ALL UNDERGROUND WIRING ASSOCIATED W/LIGHT POLES & BOLLARDS (1.5" & 3/4" LINES)	6,285	L.F.		
19	TWO ELECTRICAL SLEEVES (2-2" CONDUITS)	12,570	L.F.		
20	ELECTRICAL PRIMARY SERVICE	2	EA.		
21	SPECIALTY PAVING AT LOOP ROAD	324	S.F.		
22	SPECIALITY PAVING AT FREEWAY UNDERPASS	288	S.F.		
23	MASONRY/RIVER ROCK TERRACE WALLS	210	L.F.		
24	SPECIALTY PAVING AT WHIRLPOOL PLAZA	1,625	S.F.		
25	INSTALL STEEL RAILING AT WHIRLPOOL PLAZA	1	L.S.		
26	EXPOSED AGGREGATE PAVING	1,872	S.F.		
27	5" CONDUIT W/PULL WIRE	5,711	L.F.		
28	INSTALL APS SUPPLIED PULL BOXES	4	EA.		
29	RAISE MONITORING WELL	2	EA.		
30	IRRIGATION SYSTEM	1	L.S.		
31	6" PVC SLEEVING (FOR FUTURE IRRIGATION SYSTEM PIPING)	805	L.F.		
32	2" PVC SLEEVING (FOR FUTURE IRRIGATION SYSTEM WIRING)	805	L.F.		
33	5 GALLON ACCENTS	16	EA.		
34	PERMIT FEES	1	L.S.	3,000.00	3,000.00
35	PROVIDE ON-THE-JOB-TRAINING	150	HR.	0.80	120.00
36	ART ELEMENTS	1	L.S.	10,000.00	10,000.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
37	FORCE ACCOUNT WORK (STORM WATER POLLUTION PREVENTION)	1	L.S.	4,244.00	4,244.00
			TOTAL COST		

*Proposal - continued*

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents related to the work covered by the above bid.

The Undersigned understands that the City of Tempe reserves the right to award a contract or to reject all bids and to waive any informalities in any bid deemed to be in the best interests of the City.

Performance shall not start until after receiving the Notice to Proceed, and the Project will be completed within ninety (90) days consecutive calendar days after receiving the Notice to Proceed.

In the submission of a bid and by the signing of the Proposal, this will certify that the following numbered addenda issued on this project have been brought to my personal attention and furthermore that I understand that those will be made a part of the Contract.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Respectfully submitted,

\_\_\_\_\_  
(Name) (Signature)

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

ATTEST:

\_\_\_\_\_  
(Name) Contractor's License No. \_\_\_\_\_

\_\_\_\_\_  
(Title) Federal I.D. No./Social Security No.

\_\_\_\_\_  
Witness: If Bidder is an Individual

\_\_\_\_\_  
(Company Name)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, (hereinafter called the Principal), and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the \_\_\_\_\_ of \_\_\_\_\_ for the work, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its proposal for \_\_\_\_\_

NOW, THEREFORE, if the \_\_\_\_\_ of \_\_\_\_\_ shall accept the proposal of the Principal and the Principal shall enter into a contract with the \_\_\_\_\_ of \_\_\_\_\_ in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications 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 \_\_\_\_\_ of \_\_\_\_\_ 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 the section to the extent as if it were copied at length herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_

\_\_\_\_\_  
Principal

Witness:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

Witness:

\_\_\_\_\_  
Title

THIS PROPOSAL IS SUBMITTED BY \_\_\_\_\_  
\_\_\_\_\_, a corporation organized under the laws of the State of  
\_\_\_\_\_, a partnership consisting of \_\_\_\_\_  
or individual trading as \_\_\_\_\_ of  
the City of \_\_\_\_\_ and is the holder of Arizona State Contractor's  
License: \_\_\_\_\_  
Classification \_\_\_\_\_ NO. \_\_\_\_\_

Respectfully submitted,  
FIRM \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
BY \_\_\_\_\_ Officer and Title  
Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Officer and Title

\_\_\_\_\_  
Witness: If Bidder is an Individual

\* Surety hereby acknowledges that they are licensed to do business in the State of Arizona\*

AFFIDAVIT BY CONTRACTOR  
CERTIFYING THAT THERE WAS NO  
COLLUSION IN BIDDING OF CONTRACT

STATE OF:            )  
                          )  
COUNTY OF:         )       ghss  
                          )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn upon oath deposes and says:

That he is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Company, Firm, or Corporation)

THAT, PURSUANT TO SUBSECTION 112(C) OF TITLE 23, UNITED STATES CODE AND TITLE 44, CHAPTER 10, ARTICLE 1, AND TITLE 34, CHAPTER 2, ARTICLE 4 OF THE ARIZONA REVISED STATUTES, HE CERTIFIES THAT NEITHER HE NOR ANYONE ASSOCIATED WITH THE COMPANY, FIRM, OR CORPORATION MENTIONED ABOVE HAS, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO AN AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FULL COMPETITIVE BIDDING IN CONNECTION WITH PROJECT:

RIO SALADO NORTH BANK BIKE PATH  
CITY OF TEMPE PROJECT NO. 956598  
A.D.O.T. TRACS NO. 0000 MA TMP SL 393 01C

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

\_\_\_\_\_  
(Signature)

My commission expires: \_\_\_\_\_

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

If by a Corporation:

(Seal)





**CONTRACT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by and between the City of Tempe, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the First Part, hereinafter designated the **OWNER**, and \_\_\_\_\_, of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, party of the Second Part, hereinafter designated as the **CONTRACTOR**.

**WITNESSETH:** That said Contractor, for and in consideration of the sum to be paid him by said Owner, in the manner, amount and at the time hereinafter provided in the "Proposal" and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the installation of the

***RIO SALADO NORTH BANK BIKE PATH  
CITY OF TEMPE PROJECT NO. 956598***

for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), and to construct the same and install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner or his properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the above referenced project(s) and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

**ARTICLE II - CONTRACT DOCUMENTS:** The "Notice To Contractor", "Special Provisions", "Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction", as amended by the City of Tempe, "Proposal", "Plans", together with "Bid Security", "Performance Bonds", "Payment Bond", "Federal Aid Contract Provisions and Others", and Addenda thereto, if any.

**ARTICLE III - TIME OF COMPLETION:** The Contractor further covenants and agrees at his own proper cost and expense, to do all work and furnish all plant, materials, labor, construction equipment, services and transportation for performing all of the work for the construction of said improvements and to construct the same and install the material therein, as called for by this Agreement free and clear in all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Proposal.

**Contract - continued**

IN WITNESS WHEREOF, three (3) identical counterparts of the Contract, each of which shall be for all purposes, be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

CITY OF TEMPE  
a Municipal Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Official Title

(Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONTRACTOR:

\_\_\_\_\_  
Party of the Second Part

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

City of Tempe Transaction Privilege  
License Permit No.

ATTEST:

\_\_\_\_\_  
Name

(Corporate Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness: If Contractor is an Individual

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,  
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(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 \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), are held and firmly bound unto \_\_\_\_\_ (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 \_\_\_\_\_, 19\_\_\_\_, to complete Project No. 956598 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied 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 guaranty 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 or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court or a judge thereof.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

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

BY: \_\_\_\_\_

\*\*  
\_\_\_\_\_  
SURETY SEAL

BY: \_\_\_\_\_

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

\*\* Surety hereby acknowledges they are licensed to do business in the State of Arizona\*\*

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34.  
CHAPTER 2. ARTICLE 2. OF THE ARIZONA REVISED STATUTES  
(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 \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as held and firmly bound unto \_\_\_\_\_ (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 \_\_\_\_\_, 19\_\_\_\_, to complete Project No. 956598 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied 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 of 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 having been required of the said Principal in order to comply with the provision of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all rights and remedies on this bond shall

inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court or a judge thereof.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

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

BY: \_\_\_\_\_

\_\_\_\_\_  
\*\* SURETY SEAL

BY: \_\_\_\_\_

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

\*\*Surety hereby acknowledges they are licensed to do business in the State of Arizona\*\*

CITY OF TEMPE  
 CERTIFICATE OF INSURANCE

CITY OF TEMPE PROJECT NO. 956598

The \_\_\_\_\_ certifies that the listed insurance policies have been issued on behalf of

NAME OF INSURED: \_\_\_\_\_

ADDRESS OF INSURED: \_\_\_\_\_

It is further certified that the City of Tempe has been named as additional insured as is required under said contract and that the independent contractor's insurance is primary as to any claims resulting from the contract.

Required Insurance	Company(s) Name	Policy Number	Expiration Date	Minimum Limits Required
<b>WORKERS COMPENSATION</b>				Statutory
<b>GENERAL LIABILITY:</b>				
Comprehensive Form				\$5,000,000.00 per occurrence Bodily Injury
Premises/Operations				\$100,000.00 per occurrence Property Damage
Products/Completed Operations				
Contractual				
Broad Form Property Damage				
Independent Contractors				
<b>AUTOMOBILE LIABILITY:</b>				
Owned/Non-Owned				Same as above
<b>PROPERTY COVERAGE</b>				See below

When the project includes construction of a new or modification of an existing building, property insurance shall be secured covering Fire, Extended Coverage and Vandalism and Malicious Mischief in an amount equal to the Contract amount less costs for any foundation, underground utilities and/or landscaping. The CITY OF TEMPE shall be named as additional insured.

**Liability Policy Includes Coverage for:**

- 1) A. Damage caused by blasting.  
B. Damaged caused by collapse or structural injury.  
C. Damage to underground utilities.
- 2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
- 3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

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It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days after written notice of such cancellation or change has been delivered to the City of Tempe.

It is further agreed that:

- 1) These policies shall not expire until all work has been completed and the project has been accepted by the City of Tempe. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the City of Tempe not less than five (5) days prior to expiration date.)

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

DATE: \_\_\_\_\_ COUNTERSIGNED BY \_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

CITY OF TEMPE  
TEMPE, ARIZONA  
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS

\_\_\_\_\_, Arizona  
Date \_\_\_\_\_

PROJECT: RIO SALADO NORTH BANK BIKE PATH  
PROJECT NO. 956598

To the City of Tempe, Arizona

Gentlemen:

This 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 by subcontractor or claimant in person, 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 against the City of Tempe. The undersigned further agrees to indemnify and save harmless the City of Tempe against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Contractor

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

STATE OF ARIZONA     )  
                                  )   SS  
COUNTY OF MARICOPA   )

The foregoing instrument was subscribed and sworn to me before this  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

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

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

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

	Page
I. General .....	1
II. Nondiscrimination .....	1
III. Nonsegregated Facilities .....	3
IV. Payment of Predetermined Minimum Wage .....	3
V. Statements and Payrolls .....	6
VI. Record of Materials, Supplies, and Labor .....	7
VII. Subletting or Assigning the Contract .....	7
VIII. Safety: Accident Prevention .....	7
IX. False Statements Concerning Highway Projects .....	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act .....	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion .....	8
XII. Certification Regarding Use of Contract Funds for Lobbying .....	10

## ATTACHMENTS

A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

*"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."*

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the

contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence

of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of the avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### I. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conforming under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are

considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4c, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour

Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's

level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

(1) A helper is a semi-skilled worker (rather than a skilled journeyman mechanic) who works under the direction of and assists a journeyman. Under the journeyman's direction and supervision, the helper performs a variety of duties to assist the journeyman such as preparing, carrying and furnishing materials, tools, equipment, and supplies and maintaining them

in order; cleaning and preparing work areas; lifting, positioning, and holding materials or tools; and other related, semi-skilled tasks as directed by the journeyman. A helper may use tools of the trade at and under the direction and supervision of the journeyman. The particular duties performed by a helper vary according to area practice.

(2) Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**.5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor shall be liable to the United

States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory). Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially possible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under

approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reserve side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the con-

tract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

## Notice to All Personnel Engaged on Federal-Aid Highway Projects

18 U.S.C. 1020 reads as follows:

*"Whoever being an officer, agent, or employee of the United States, of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used to be used, or the quantity of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented:*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et. seq., as amended by Pub.L. 92-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participation in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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### 2. Instructions for Certification—Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more—49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participation in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion—Lower Tier Covered  
Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF  
CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more—49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuance, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
(Exclusive of Appalachian Contracts)

The Required Contract Provisions for Federal-aid construction contracts, Form FHWA-1273 (Rev. 8-89) is amended as set forth below in accordance with the Department of Labor's (DOL) January 27, 1989, final rule revising Davis-Bacon regulations 29 CFR 1 and 5, as further modified by DOL's All Agency Memorandum No. 163 dated June 22.

**Section IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

Section IV.2, Classification is amended by revising paragraph a, and paragraph b to read as follows:

**2. Classification**

- a. The SHA contracting officer shall require that any class of laborers or mechanics, including helpers, employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate, and fringe benefits therefore, only when the following criteria have been met:
  - (1) Except with respect to helpers as defined in Section IV.4(d), the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) The additional classification is utilized in the area by the construction industry;
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) With respect to helpers as defined in Section IV.4(d), such a classification prevails in the area in which the work is performed.

Section IV.4, Apprentices and Trainees, is amended by inserting a new paragraph d, to read as follows:

d. Helpers:

A helper is a semi-skilled worker (rather than a skilled journeyman mechanic) who works under the direction of and assists a journeyman. Under the journeyman's direction and supervision, the helper performs a variety of duties to assist the journeyman such as preparing, carrying and furnishing materials, tools, equipment, and supplies and maintaining them in order; cleaning and preparing work areas; lifting, positioning, and holding materials or tools; and other related, semi-skilled tasks as directed by the journeyman. A helper may use tools of the trade at and under the direction and supervision of the journeyman. The particular duties performed by a helper vary according to area practice.

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
EXECUTIVE ORDER 11246, July 1, 1978 (Revised November 3, 1980)

1. As used in these specifications:  
a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith

efforts to achieve the Plan goals and timetable.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact

on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.5.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week

in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

JULY 1, 1978 (Revised November 3, 1980)

(Revised April 15, 1981)

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

	<u>Minority</u>	<u>Female</u>
Tucson and balance of Pima County	24.1	6.9
Cochise, Graham, Greenlee and Santa Cruz Counties	27.0	6.9
Phoenix and balance of Maricopa County	15.8	6.9
Apache, Coconino, Gila, Mohave, Navajo, Pinal, Yavapai and Yuma Counties	19.6	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in all areas where he has Federal or federally assisted work.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**EQUAL EMPLOYMENT OPPORTUNITY**

**COMPLIANCE REPORTS**

(Project, Total Work Force, Training and Annual)

**Federal-Aid Projects**

February 1, 1977; Revised July 1, 1978; Revised November 3, 1980;  
Revised April 15, 1981; Revised September 7, 1983

**MONTHLY REPORTS:**

Monthly Highway Project Report (ADOT 10-9405, Revised 1-77):

On each contract in the amount of \$10,000 or more and on each subcontract in the amount of \$10,000 or more, the contractor shall submit and each subcontractor shall submit the report on 10-9405.

The information required covers the second pay period in one month to the second pay period of the next month.

If the percentages shown in item 4 are less than the required minimum percentages for each of the four covered areas an explanation shall be given on the report.

Negative reports shall be furnished when the contractor or subcontractor has started but has not completed contract work and has not worked on the project during the reporting period.

These reports shall be sent to the project office and shall be received at the project office no later than the first day of the month following the reporting period.

Total Work Force Form OFCCP 257:

One each contract in the amount of \$10,000 or more and one each subcontract in the amount of \$10,000 or more, the contractor shall submit and each subcontractor shall submit the report on Form OFCCP 257.

The information required covers the second pay period in one month to the second pay period of the next month.

The information shall reflect the contractor's and each subcontractor's data for all work, both highway and non highway and Federal-aid as well as non Federal-aid for each of the four covered areas in which they have Federal-aid work.

These total work force reports shall be sent as follows:

**AFFIRMATIVE ACTION OFFICE**  
Arizona Department of Transportation, Room 154-A  
206 South 17th Avenue  
Phoenix, Arizona 85007 (602) 255-7761

The reports shall be received at this office no later than the first day of the month following the reporting period.

#### **ANNUAL REPORTS:**

On each contract in the amount of \$10,000 or more and on each subcontract, not including material suppliers, in the amount of \$10,000 or more, the contractor and each subcontractor shall submit the report on Form PR-1391.

The information required covers the second pay period in the month of July.

These reports shall be sent to the project office and shall be received at the project office no later than August 1.

EEO Compliance Reports  
Federal-Aid Projects  
Sheet 2 of 2

**FEDERAL-AID PROPOSAL NOTICES**

**NOTICES TO PROSPECTIVE FEDERAL-AID CONSTRUCTION CONTRACTORS**

**1. CERTIFICATION OF NONSEGREGATED FACILITIES**

- a. A certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (is included in the proposal and must be submitted prior to the award of a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).
- b. Bidders are cautioned as follows: By signing this bid, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.
- c. Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**2. NOTICE TO PROSPECTIVE SUBCONTRACTORS AND MATERIAL SUPPLIERS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

- a. A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.

- b. Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.
- c. Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and materials suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**3. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

By signing this bid, the bidder will be deemed to have stipulated as follows:

- a. That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- b. That the State highway department shall be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

General Decision Number AZ960002

Superseded General Decision No. AZ950002

State: Arizona

Construction Type:  
HIGHWAY

County(ies):  
STATEWIDE

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/15/1996
1	06/28/1996
2	07/26/1996
3	12/27/1996
4	01/10/1997

COUNTY(ies):  
STATEWIDE

BRAZ0001C 07/01/1996

COCHISE, PIMA, and SANTA CRUZ COUNTIES; and the area of GRAHAM,  
GREENLEE, and PINAL COUNTIES located East and South of the San  
Francisco River to the Gila River

	Rates	Fringes
BRICKLAYERS	15.16	1.84

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BRAZ0003A 07/01/1996

REMAINING COUNTIES including the area of GRAHAM, GREENLEE & PINAL  
COUNTIES located West and North of the San Francisco River to the  
Gila River

	Rates	Fringes
BRICKLAYERS	17.40	2.64

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CARP0857A 06/01/1996

	Rates	Fringes
CARPENTERS:		
Carpenters	16.16	3.28
Piledrivermen	16.66	3.28

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CARP1914B 09/01/1995

	Rates	Fringes
MILLWRIGHTS:		
Zone 1	17.65	3.70
Zone 2	19.03	3.70
Zone 3	19.65	3.70
Zone 4	20.65	3.70

DIVERS:

Zone 1:		
Diver-Wet	40.91	3.70
Diver-Standby	21.14	3.70
Zone 2:		
Diver-Wet	42.29	3.70
Diver-Standby	22.52	3.70
Zone 3:		
Diver-Wet	42.91	3.70
Diver-Standby	23.14	3.70
Zone 4:		
Diver-Wet	43.91	3.70
Diver-Standby	24.14	3.70

ZONE DEFINITIONS: Mileage shall be calculated from the construction site to the City Hall in Phoenix or Tucson, or to the workmen's residence, whichever is less:

- Zone 1: 0-30 miles
- Zone 2: 30-45 miles
- Zone 3: 45-60 miles
- Zone 4: over 60 miles

ELEC0518A 07/01/1993

	Rates	Fringes
APACHE COUNTY [South of Highway 66]; All of GILA COUNTY; NAVAJO COUNTY [South and East of boundary beginning at a point where Clear Creek crosses the Coconino-Navajo County line, extending Northeasterly along Clear Creek and Northeasterly to Cottonwood Wash, along Cottonwood Wash North easterly to where it intersects the Navajo Indian Reservation, then East along the Navajo Indian Reservation Boundary line to a point where it intersects the Navajo-Apache County Line]; and PINAL COUNTY [North of the line, "First Standard Parallel South" and East of the line, "Second Guide Meridian East"]:		
ELECTRICIANS	18.74	12%+2.00

ELEC0570A 07/01/1996

	Rates	Fringes
COCHISE, GRAHAM, GREENLEE, LA PAZ, PIMA, PINAL [Southern Portion], SANTA CRUZ, AND YUMA COUNTIES:		

ELECTRICIANS:		
Zone 1	17.00	12%+2.20

ZONE DEFINITIONS:

- Zone 1: 0 to 22 miles radius from City Hall in Tucson
- Zone 2: More than 22 miles up to 46 miles radius from City Hall in Tucson, add \$1.25 to Zone 1 basic hourly rate
- Zone 3: More than 46 miles radius, add \$3.15 to Zone 1 basic hourly rate

ELECC611H 07/01/1995

	Rates	Fringes
APACHE COUNTY [Area North of Highway 66]		

ELECTRICIANS	23.44	4%+4.15
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ELECC640A 09/01/1996

	Rates	Fringes
COCONINO; MARICOPA; MOHAVE; and YAVAPAI COUNTIES; and the		

following portions of Counties:

NAVAJO COUNTY (North and West of a boundary beginning at a point where Clear Creek crosses the Coconino- Navajo County line, Northeasterly along Clear Creek and Northeasterly to Cottonwood Wash, along Cottonwood Wash Northeasterly to where it intersects the Navajo Indian Reservation then Easterly along the Navajo Indian Reservation Boundary line to a point where it intersects the Navajo-Apache County line);

PINAL (area lying North and West of the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then extending in a Northeasterly direction on Papago Indian Reservation Road No. 15 to the intersection with Highway FAS-267, extending North on Highway FAS-267 to the intersection with the Florence Canal, North and East on the Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Pinal-Maricopa County lines )

ELECTRICIANS:

Electrical contracts		
\$20,000,000 and over	19.35	3%+2.72
Electrical contracts		
under \$20,000,000	17.90	3%+2.72

ELEC0769A 05/01/1996

LINE CONSTRUCTION:	Rates		Fringes
	ZONE 1	ZONE 2	
Lineman, Technician, Crane Operator, and Pilot	22.61	24.91	3.75%+5.50
Cable Splicer	23.21	25.56	3.75%+5.50
Equipment Operator, Mechanic, and Powderman	18.44	20.67	3.75%+5.50
Groundman	15.63	17.95	3.75%+5.50

ZONE DEFINITIONS FOR LINE CONSTRUCTION:

- Zone 1: Area within a 35 mile radius from City Hall in Phoenix and Tucson, and a 25 mile radius from City Hall in Yuma
- Zone 2: Area outside Zone 1

ENGI0428B 06/01/1996

POWER EQUIPMENT OPERATORS:	Rates	Fringes
ZONE 1:		
GROUP 1	13.53	3.53
GROUP 2	16.59	3.53
GROUP 3	17.60	3.53
GROUP 4	18.56	3.53

**ZONE PAY:**

All Zones will be calculated from the nearest City Hall in the following cities:

**PHOENIX:**

- Zone 1: 0 to 60 miles
- Zone 2: 61 to 100 miles, add \$2.00 per hour
- Zone 3: 101 to 150 miles, add \$3.00 per hour
- Zone 4: 151 miles and over, add \$5.00 per hour

**FLAGSTAFF, TUCSON, YUMA:**

- Zone 1: 0 to 50 miles
- Zone 2: 51 to 90 miles, add \$2.00 per hour
- Zone 3: 91 to 140 miles, add \$3.00 per hour
- Zone 4: 141 miles and over, add \$5.00 per hour

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS:**

GROUP 1: A-frame boom truck, winch truck, air compressor, Beltcrete, boring bridge and texture, concrete mixer (skip type), conductor, brakeman, handler, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen (all), forklift and Ross carrier, generator (all), highline cableway signalman, hydrographic mulcher, hydrographic seeder, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, oiler, pavement breaker, power grizzly, power sweeper, pressure grout machine, pump, roller (except as otherwise classified), self-propelled chip spreading machine, skiploader (3.5 cu. yd. and less), slurry seal machine (Moto paver driver), small self-propelled compactor (with blade) - backfill, ditch operation, straw blower, tractor (D-5 and under), tripper, tugger, welding machine, wheel-type tractor (Ford, Ferguson type with attachments, Bee Gee etc.)

GROUP 2: Aggregate plant (including crushing, screening and sand plants, etc.), asphalt plant mixer, asphalt laydown machine, backhoe (rubber tired or track, less than 1 cu. yd. MRC), Bee Gee operator boring machine, concrete batch plant (all types and sizes), concrete mechanical tamping, spreading or finishing machine (including Clary, Johnson or similar types), concrete mixer (paving type and mobile mixers), concrete pump, crane (crawler and pneumatic less than 15 ton capacity MRC), drilling machine (including water wells), elevating grader (all types and sizes except as otherwise classified), field equipment serviceman, grade checker (excluding civil engineer), paver and similar type equipment, motor grader (any type power blade - rough), oiler driver, operating engineer rigger, pneumatic tired scraper (all sizes and types), power jumbo form setter, road oil mixing machine, roller (on all types asphalt pavement), screed, self-propelled compactor (with blade, 815, 825 or equivalent - grade operation), skip loader (all types with a rated capacity over 3.5 but less than 6 cu. yd.), slip form (power driven

lifting device for concrete forms), soil cement road mixing machine (single pass type), heater and planer, tractor (dozer, pusher - all), traveling pipe-wrapping machine, trenching machine, tugger (two or more)

GROUP 3: Asphalt or concrete planing, rotomill and milling machine, auto grade machine (CMI and similar equipment), boring machine (including mole, badger and similar type), concrete pump (truck mounted with boom), crane (crawler and pneumatic over 15 tons but less than 100 tons capacity MRC), crawler type tractor with boom attachment and slope bar, derrick, Gradall, heavy duty mechanic/welder, helicopter hoist operator or pilot, highline cableway, mass excavator (150 Bucyrus, Erie and similar type), mechanical hoist (two or more drums), motor grader (any type power blade - finish), mucking machine, overhead crane, piledriver engineer (portable, stationary or skid rig), power driven ditch lining or ditch trimming machine, remote control earth moving machine, skip loader (all types with rated capacity 6 cu. yd. but less than 10 cu. yd.), slip form paving machine (including Gunnert, Zimmerman and similar types), tower crane or similar type, universal equipment operator (backhoe, clamshell, dragline, shovel etc., up to 10 cu. yd.)

GROUP 4: Crane operator (pneumatic or crawler - 100 tons hoisting capacity and over, MRC rating), skip loader (all types with rated capacity of 10 cu. yd. or more), universal equipment operator (backhoe, clamshell, dragline, shovel, etc., 10 cu. yd. and over)

Multiple-Unit Earth Equipment (Holland Loader etc.), Tractor operator, Pneumatic-Tired or Track type, Two Units - \$0.50 per hour over base rate; and \$1.00 per hour for each additional unit

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

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IRON0075A 08/01/1996		
	Rates	Fringes
IRONWORKERS:		
0-50 miles from City Hall in Phoenix or Tucson	16.50	8.46
50-100 miles	18.00	8.46
100-150 miles	19.25	8.46
over 150 miles	20.50	8.46

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* LAB00383A 06/01/1996		
	Rates	Fringes
LABORERS		
PROJECTS OVER \$6 MILLION:		

GROUP 1	10.27	2.85
GROUP 2	10.95	2.85
GROUP 3	11.45	2.85
GROUP 4	11.70	2.85
GROUP 5	13.10	2.85

PROJECTS UNDER \$6 MILLION:

GROUP 1	9.00	2.85
GROUP 2	9.85	2.85
GROUP 3	10.30	2.85
GROUP 4	10.50	2.85
GROUP 5	11.80	2.85

LABORERS CLASSIFICATIONS:

GROUP 1: Laborer, general or construction; tool dispatcher or checker; manually controlled signal operator; fence builder, guard rail builder - highway; chat box man; dumpman and/or spotter; rip rap stone man; rock slinger; form stripper; packing rod steel and pans; cesspool diggers and installers; astro turf layer; clean up - bull gang trackman, railroad; chipper (clearing and grubbing); kettleman - tarman; spikers, wrenchers-creosote tieman; floor sanders - concrete; sandblaster (pot tender); powderman tender; fine grader; all tenders not herein separately classified; window cleaner; flagger

GROUP 2: Concrete laborer (belt, pipe and/or hoseman); cement mason tender; cutting torch operator; power type concrete buggy; bander; guinea chaser

GROUP 3: Operator and tender of pneumatic and electric tools; concrete vibrating machines, chain saw (on clearing and grubbing); hydraulic jacks and similar mechanical tools not separately herein classified; pipe caulker and/or backup man - pipeline; riggers and signal man - pipeline; pipe wrapper; cribber & shorer (except tunnel); pneumatic gopher; pre-cast manhole erector

GROUP 4: Asphalt raker and ironer; air and water washout nozzle (low and high pressure); scaler (using bos'n's chair or safety belt); tamper (mechanical - all types); sandblaster (nozzleman); concrete saw (hand-guided); concrete cutting torch; gunite (gunman, mixerman, rodman); bio-filer, pressman, installer, operator; hand-guided trencher and similarly operated equipment; driller (jackhammer and/or pavement breaker); grade setter (pipeline); pipe layer including but not limited to non-metallic transite and plastic pipe, water pipe, sewer pipe, drain pipe, and underground tile pipe and conduit); chuck tender (except tunnel)

GROUP 5: Drill doctor and/or air tool repairman; scaler (driller); form setter and/or builder; welder and/or pipelayer installing process piping; driller - core, diamond, wagon, air track, Joy, Mustang, FR-143, 220 Gardner-Denver, Hydrasonic,

powderman; water blaster operator

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\* LAB00383D 06/01/1996

	Rates	Fringes
TUNNEL LABORERS:		
GROUP 1	15.02	2.85
GROUP 2	15.29	2.85
GROUP 3	15.51	2.85
GROUP 4	16.12	2.85
GROUP 5	16.47	2.85
GROUP 6	16.87	2.85

#### TUNNEL LABORERS CLASSIFICATIONS

GROUP 1: Bull Gang, Muckers, Trackman, Dumpman, Concrete Crew, Grout Crew, Swamper (Brakeman & Switchman on tunnel work), Change House Man.

GROUP 2: Nipper, Chucktender & Cabletender, Vibratorman, Jack Hammer, Pneumatic Tools except driller.

GROUP 3: Grout Gunman.

GROUP 4: Timberman, Retimberman, Wood or Steel Blaster, Driller, Powderman, Cherry Pickerman, Poderman - Primer House, Steel Form Raiser & Setter, Kemper and other Penumatic-Concrete-Placer-Operator, Miner-Finisher, Miner-Tunnel (hand or machine).

GROUP 5: Diamond Drill,

GROUP 6: Shaft & Raise Miner & Welder

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PAIN0086B 07/01/1996

	Rates	Fringes
PAINTER	13.60	1.70
INDUSTRIAL PAINTER (Power Plants)	16.52	1.70

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PLAS0394A 10/01/1995

	Rates	Fringes
NORTHERN AREA: APACHE, COCONINO, MOHAVE AND NAVAJO COUNTIES: Area NORTH of a straight line drawn between a point 35 miles due North of the City Hall in Flagstaff and a point 35 miles due North of the City Hall in Kingman, extending to the Arizona/Nevada State line on the West and extending to a point 35 miles due North of the City Hall in Holbrook, thence due East to the intersection of the Arizona - New Mexico State line:		

CEMENT MASONS:

Cement Masons	19.65	3.31
Concrete Troweling Machine;		
Sawing and Scoring Machine;		

Curb and Gutter Machine	19.87	3.31
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REMAINDER OF ARIZONA

CEMENT MASONS:

Cement Masons	15.90	3.31
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Concrete Troweling Machine;  
Sawing and Scoring Machine;

Curb and Gutter Machine	16.12	3.31
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PLUM0469B 07/01/1996

	Rates	Fringes
APACHE, COCONINO, LA PAZ, MARICOPA, MOHAVE, NAVAJO, YAVAPAI AND YUMA COUNTIES:		

PLUMBERS AND PIPEFITTERS:

ZONE 1:

Commercial	20.35	6.05
Industrial	23.35	6.05

ZONE 2:

Commercial	23.35	6.05
Industrial	26.35	6.05

ZONE DEFINITIONS FOR PLUMBERS AND PIPEFITTERS

ZONE 1: Area within a 20 mile radius of the center of the following towns: Flagstaff, Holbrook, Kingman, Lake Havasu City, Prescott, Show Low, Springerville, St. John's, Winslow, and Yuma; and area within 40 miles of the center of Phoenix

ZONE 2: Area outside a 20 mile radius of the center of Flagstaff, Holbrook, Kingman, Lake Havasu City, Prescott, Show Low, Springerville, St. John's, Winslow, and Yuma; and area outside a 40 mile radius of Phoenix

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PLUM0741B 07/01/1996

	Rates	Fringes
COCHISE, GILA, GRAHAM, GREENLEE, PIMA, PINAL, AND SANTA CRUZ		

PLUMBERS & PIPEFITTERS	19.75	4.85
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SUAZ3001A 01/22/1993

	Rates	Fringes
LANDSCAPE SPRINKLER INSTALLER	8.27	.24

LANDSCAPE LABORER	4.91	.24
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TEAM0104B 06/01/1990

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	7.62	2.87
GROUP 2	10.82	2.87
GROUP 3	15.26	2.87

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Pickup Driver, Station Wagon Driver, Man Haul Driver, 4 axle or less Dump or Flatrack Driver, Self-propelled street sweeper, tireman, Water Truck under 3900 gallons, Transit Mix Driver, 8 cy or less Mixer capacity, Ambulance Driver.

GROUP 2: Transit Mix Driver, over 8 cy, Rock Truck Driver-under 35 tons, Oil Tanker or Spreader Truck Driver and/or Bottman, Retortman or Leverman,, 5 axle Dump or Flatrack Driver, Water Truck Driver 3900 gal and over, Off-Highway Equipment Driver including but not limited to: 2 or 4 Wheel Power Unit, i.e., Cat DW Series, Euclid, Int'l and Similar type Equipment, Transporting Material when top loaded or by External Means, Including Pulling Water tanks, Fuel Tanks or other applications under Teamster Classification

GROUP 3: Field Equipment Serviceman or Fuel Truck Driver, Heavy Duty Mechanic/Welder, Transport Driver (Heavy Equipment), Off Highway Rock Truck-35 tons and over

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION