REQUEST
FOR BID

SHEA TUNNEL ACCESS SHARED USE PATHWAY

IFB # 16PB020

ADOT TRACS PROJECT #: 0000MA SCT SZ16101C/01D FEDERAL PROJECT #: SCT–0(226)D

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ADOT / FHWA SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS
ADOT / FHWA ADDITIONAL FORMS REQUIRED FOR FEDERALLY FUNDED PROJECTS

INSTRUCTIONS TO BIDDERS	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

The City of Scottsdale invites sealed submittals for the construction of a shared use path from the northeast corner of East Shea Boulevard and North 124th Street and ending at the northeast corner of North 124th Street and the Central Arizona Project (CAP) canal. The total length of the pathway is approximately 0.72 miles. This project has a DBE Goal of 7.48%.

SOLICITATION CRITICAL DATES	
BID SUBMITTAL DUE:	**10:00 A.M., LOCAL TIME, MAY 13, 2016**
PRE-BID CONFERENCE:	**2:00 P.M., LOCAL TIME, APRIL 25, 2016**
QUESTIONS DUE:	**10:00 A.M., LOCAL TIME, APRIL 29, 2016**
APPROVED ALTERNATE SUBMITTALS DUE:	**10:00 A.M., LOCAL TIME, APRIL 29, 2016**

1. SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **10:00 A.M., LOCAL TIME, MAY 13, 2016** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. ***All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.*** **LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened and read and the name of each Bidder recorded as a matter of public information within thirty (30) minutes after the receipt time and date have past.

No Submittal will be considered unless it is submitted on the forms contained herein. ***All submittals must be presented in a sealed envelope or box.*** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. PRE-BID CONFERENCE

A Pre-Bid Conference will be held at **2:00 P.M., LOCAL TIME, APRIL 25, 2016,** at the North Scottsdale Corp Yard Building in the Wrangler Room (1st Floor, Main Entrance), located at 9191 East San Salvador Drive, Scottsdale, AZ 85258. All Bidders are urged to attend.
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3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

Cheryl Champine, CPPB, PSCM
Bid & Contract Specialist
480-312-5719
cchampine@scottsdaleaz.gov

lh
4/12/2016 2:31 PM

4 SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to Cheryl Champine, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff, cchampine@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated email, regular mail or hand delivered), must be clearly marked as “Solicitation Questions” and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words “SOLICITATION QUESTIONS”, or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **10:00 A.M., LOCAL TIME, APRIL 29, 2016**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

5 APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

5. APPROVED ALTERNATES – CONT'D

a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving Bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with Solicitation Number and **"*REQUEST FOR APPROVED ALTERNATE*"**. Requests must be time stamped by the Purchasing Division by **10:00 A.M., LOCAL TIME, APRIL 29, 2016**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the Solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.

c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

d. For purposes of submitting a Request for Approved Alternate, the "Bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of bidder.

6 ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

7 PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at http://www.scottsdaleaz.gov/Purchasing. Registering and downloading a solicitation will also provide the supplier with notices of all addenda that are issued.

8. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the Purchasing web site at https://eservices.scottsdaleaz.gov/eservices/solicitations/ in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a Bidder list; however, on the Purchasing web site, lower right side, see "Subscribe to Solicitation Opportunities", enter your email address and click subscribe to receive a notification of Solicitation Opportunities twice weekly at http://www.scottsdaleaz.gov/purchasing

10. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

http://www.scottsdaleaz.gov/purchasing

A hard copy of the Code is available for purchase, for a fee of $10.00, at the Purchasing Office.

11. PROSPECTIVE BIDDER'S CONFERENCE

A prospective bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

12. BIDDER'S PRESENTATION

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. INELIGIBLE BIDDER

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a Bidder or Offeror on the solicitation for which they prepared the specification.

14. OBLIGATIONS

The issuance of this Solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their bid or proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the Bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit <u>with</u> their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A), will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific “Compliance with Federal and Arizona State Immigration Laws” language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful Bidder enters into with its subcontractors.

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS – CONT'D

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona non-operating identification license, U.S. birth certificate, U.S. Passport , I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at http://www.scottsdaleaz.gov/Purchasing on the lower right side of the page under Forms.

18. TAXES/LICENSES

Federal Excise Taxes:
The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

Transaction Privilege (Sales) Taxes on the City:
The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes, the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

http://www.scottsdaleaz.gov/taxes/

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

http://www.azdor.gov/Business.aspx

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

http://www.scottsdaleaz.gov/taxes/

Bidder is solely responsible for any and all tax obligations which may result out of the Bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the Bidder.

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor: The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

http://www.scottsdaleaz.gov/taxes/

18. TAXES/LICENSES – CONT'D

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Construction bids will be evaluated and recommended for award based on the total bid cost including tax.

19. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

20. SUBCONTRACTOR'S LIST

If, at the time of bidding, any Bidder intends to subcontract any portion of this contract, the Bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

21. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

22. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

22. CONFIDENTIAL INFORMATION – CONT'D

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot ensure confidentiality of any portion of a submittal document in the event a public inspection request is made.

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential Bidders, and this provision should be taken into consideration prior to submitting a bid.

After contract award, and unless otherwise instructed by the Bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

23. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

24. TITLE VI NOTICE

"The **City of Scottsdale,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

25. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

25. INTERPRETATIONS, ADDENDA – CONT'D

All questions shall be submitted as per the Solicitations Questions Clause.

Any addenda issued by the City will become a part of the Contract. By signing and submitting a bid or proposal, the Bidder is acknowledging that they will abide by all addenda issued prior to the opening of the bids and agreeing that all pricing takes into account all such addenda.

A Notice of Addenda will be emailed to those who have registered as a downloader and provided their email address; or provided by other appropriate means to each Bidder, person or firm recorded on the Plan Holder's list. The Bidder can return to the City's website under Solicitation Opportunities to verify how many addenda have been issued against a specific solicitation. If they feel they are missing any addenda, they can register again as a downloader to obtain access to all issued addenda. A viewing copy of the addenda will also be available wherever the solicitation documents are kept. It is the responsibility of the Bidder to be aware of ALL addenda before submitting their final bid. The City takes no responsibility for any addenda that a Bidder has failed to address in their submittal, and will hold the Bidder responsible that their pricing encompasses all issued addenda.

26. SUBMITTING BIDS

No Bid will be considered unless it is submitted on the bid forms contained herein.

All submittals must be presented in a sealed envelope or box. The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

SUBMITTALS MUST BE OFFICIALLY TIME AND DATE STAMPED AT THE FRONT DESK OF THE PURCHASING OFFICE, located on the second floor of the Scottsdale Corporation Yard Building, at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

If you wish to mail your submittal please note that it is the vendor's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. ***LATE SUBMITTALS WILL NOT BE CONSIDERED.***

Bids received after the time and date specified will be returned to the Bidder unopened. A bid may be withdrawn prior to the time set for opening bids. No bid may be withdrawn for a period of one hundred and twenty days (120) after the date set for receipt of bids.

Bids accepted by the City constitute a legally binding offer. In addition, the successful Bidder will be required to sign the City of Scottsdale standard construction contract.

All submittals are to be completed on City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

27. AWARD DETERMINATION

Bids will be evaluated and recommended for award based on the total bid cost including all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

The contract shall be awarded to the lowest responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the contract to the lowest responsive Bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

28. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any Bidder who has previously failed to perform competently in any contract with the City.

29. CONTRACT AWARD NOTIFICATION

Intent to Award notices for contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0

The City Council must approve award of contracts for construction and professional services exceeding the formal procurement limit. Any contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

30. BID BOND

a) Each bid must be accompanied by a **cashier's check** made payable to the order of City of Scottsdale in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the City in a sum equal to 10% of the total bid, and naming City of Scottsdale as obligee. Bid Security will be returned to all but the two lowest responsible and responsive Bidders after the Intent to Award has been posted, and the remaining securities returned within fourteen (14) days after the final execution of the contract.

b) Each bond shall be executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona issued by the Director of the State Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bonds shall not be executed by an individual or personal surety or sureties. Additionally the surety company issuing any bond shall have an A.M. Best Company Inc. Financial Strength Rating of not less than “A-VI”.

1. ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, require the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

3. ARIZONA LAW

The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7. CANCELLATION OF CITY CONTRACTS

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

8. CAPTIONS/HEADINGS

The headings used in the Contract Documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

9. CERTIFICATE OF INSURANCE

The successful vendor(s) will be required to furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD™ form or its equivalent. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on the Purchasing web site under forms at: http://www.scottsdaleaz.gov/Purchasing. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for contract default. Additionally, Certificates of Insurance submitted without referencing the Solicitation Number will be subject to rejection and discarded.

10. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

10. CHEMICALS – CONT'D

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

11. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Bidder and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any subcontractor who works on this Contract to ensure that the Bidder or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Bidder or any of its subcontractors in material breach of this Contract if the Bidder and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Bidder enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

12. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

13. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

14. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

15. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

16. COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

17. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

18. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

19. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Bidder will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

20. ESTIMATED QUANTITIES

All Quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

21. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or Notice to Proceed; within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

21. EXECUTION OF CONTRACT – CONT'D

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

22. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

23. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CONTRACTOR at least 30 days before the end of its current fiscal period and will pay the CONTRACTOR for all approved charges incurred through the end of this period.

24. INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

25. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware during the course of any contract with the City. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

26. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

27. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

28. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

29. NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

30. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or Bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

31. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest Bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, SUITE #210
SCOTTSDALE, ARIZONA 85251-4468

32. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

33. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

34. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

35. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

36. SEVERABILITY

If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

37. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The CONTRACTOR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CONTRACTOR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CONTRACTOR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CONTRACTOR sells its assets.

38. SURVIVAL

All warranties, representations and indemnifications by the CONTRACTOR will survive the completion or termination of this Contract.

39. TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Cancellation for Cause: City may also terminate this contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

40. TESTING OF MATERIALS

When required in the course of any service or contract the procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide**,** The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

41. TIME IS OF THE ESSENCE

The City and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.

1. ACCEPTABILITY OF INSURERS

Without limiting any obligations or liabilities of the CONTRACTOR, the CONTRACTOR must purchase and maintain, at its own expense, the required minimum insurance with duly licensed or approved non-admitted insurers in the State of Arizona with an A.M. Best rating of not less than B++6 with policies and forms satisfactory to City. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

2. ACCEPTANCE / AGREEMENT

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

3. AMENDMENTS

The Contract Documents may not be changed, altered, modified, or amended in any way except in writing signed by a duly authorized representative of each party.

4. APPROVAL

Any modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

5. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a written CHANGE ORDER issued by the City. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

a. Unit prices previously approved.
b. An agreed lump sum.
c. The Provision of M.A.G. 109.5.

6. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the WORK without invalidating the CONTRACT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by written CHANGE ORDER.

The City will execute a formal CHANGE ORDER based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All CHANGE ORDERS are subject to approval by the City.

The City, also, may at any time, by issuing a written FIELD ORDER, make changes in the details of the WORK not affecting contract price or time. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered unless the CONTRACTOR believes that such written FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the OWNER WRITTEN NOTICE thereof within one (1) day after the receipt of the Field Order, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER.

If the Contractor performs work authorized under a Field Order and subsequently requests a Change Order for that work, the City shall not be obligated to issue a Change Order.

7. CITY ASSURANCE

The Contract Administrator shall report to the Contractor in writing, via email, or other written documentation, all deficiencies in the quality of performance of the maintenance service. All communication, written or verbal, between the City of Scottsdale and the Contractor will be in English.

All deficiencies in the performance of the Contractor’s service shall be corrected by the Contractor as directed by the Contract Administrator.

The Contract Administrator shall on an ongoing basis monitor and review the performance of the Contractor and employees. The outcomes of this oversight shall have a direct bearing on the opportunity to negotiate a renewal of the contract, when applicable.

8. CITY'S RIGHT OF CANCELLATION

All parties to this Contract acknowledge that it is subject to cancellation by the City of Scottsdale as provided by Section 38-511, Arizona Revised Statutes.

9. CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

A. If the CONTRACTOR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants or Subcontractors, or both, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as these times may be adjusted, or (vi) perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, has the rights stated in the provisions dealing with the City's Right to Perform and Cancel for Cause.

In the event the CONTRACTOR is in violation of any Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately upon giving notice to the CONTRACTOR. In the event the City cancels this Contract or any part of the services, the City will notify the CONTRACTOR in writing, and immediately upon receiving notice, the CONTRACTOR must discontinue advancing the Work under this Contract and proceed to close all operations.

B. If the City provides the CONTRACTOR with a written order to correct deficiencies, to provide adequate maintenance of traffic, adequate cleanup, adequate dust control, or to repair damage resulting from abnormal weather conditions, and the CONTRACTOR fails to comply within the time frame specified, the City may have work accomplished by other sources at the CONTRACTOR's expense.

C. Upon the occurrence of an event as stated in the provisions dealing with the City's Right to Perform and Cancel for Cause, the City may provide written notice to the CONTRACTOR that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within 7 days of the CONTRACTOR's receipt of notice.

D. If the CONTRACTOR fails to cure, or undertake reasonable efforts to cure the problem, then the City may give a second written notice to the CONTRACTOR of its intent to cancel within an additional 7 day period.

E. If the CONTRACTOR, within this second 7 day period, fails to cure, or undertake reasonable efforts to cure the problem, then the City may declare the Contract canceled for cause by providing written notice to the CONTRACTOR of this declaration.

F. Upon declaring the Contract canceled, the City may enter upon the premises and take possession of all materials and equipment, for the purposes of completing the Work.

G. Upon cancellation or abandonment, the CONTRACTOR will deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

H. The CONTRACTOR will appraise the Work it has completed and submit its appraisal to the City for evaluation.

9. CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE – CONT'D

I. If through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the City from the CONTRACTOR is determined by a court of competent jurisdiction.

J. In the event of cancellation for cause, the CONTRACTOR will not be entitled to receive any further payments under the Contract Documents until the Work is finally completed in accordance with the Contract Documents. At that time, the CONTRACTOR will only be entitled to be paid for Work performed and accepted by the City before its default.

K. If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the CONTRACTOR will be obligated to pay the difference to the City. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the reprocurement and defense of claims arising from the CONTRACTOR's default.

L. If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of Termination for Convenience provisions.

10. CITY'S SERVICES AND RESPONSIBILITIES

A. Duty to Cooperate

The City will, throughout the performance of the work, cooperate with the Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate the Contractor's timely and efficient performance of the work and so as not to delay or interfere with the Contractor's performance of its obligations under the contract documents.

The City will furnish the Contractor a CADD file or electronic format acceptable to the City of the construction documents, at no cost to the Contractor.

B. Contract Administrator

The Contract Administrator is responsible for providing City-supplied information and approvals in a timely manner to permit the Contractor to fulfill its obligations under the contract documents.

10. CITY SERVICES AND RESPONSIBILITIES – CONT'D

B. Contract Administrator – Cont'd

The Contract Administrator will also provide the Contractor with prompt notice if the CPM Inspector observes any failure on the part of the Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the drawings and specifications.

The City may contract separately with the Design Team, and may include partial construction administration services for the Project. The Design Team's contract will be furnished to the Contractor.

The Contract Administrator is responsible for construction administration of the Work. The Design Team, if authorized by the City, will review, approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples in accordance with Section 29. Communications by and with the Design Team will be through the Contract Administrator.

The Contract Administrator and the Design Professional will interpret and decide matters concerning performance under the requirements of the Contract Documents. The Design Professional's response to these requests will be made to the City with reasonable promptness. The City will forward response to the Contractor and within the time limits agreed upon.

C. City's Separate Contractors

The City is responsible for all Work performed on the Project or at the Site by separate Contractors under the City's control. The City will contractually require its separate Contractors to cooperate with, and coordinate their activities, so as not to interfere with the Contractor, in order to enable timely completion of Work consistent with the Contract Documents.

D. Permit Review and Inspections

Approving specific parts of the Building Permit is the responsibility of the City of Scottsdale's Capital Project Management. The City of Scottsdale Plan Review Division issues Certificates of Occupancy.

E. Furnishing of Services and Information

The City will be responsible for the payment or waiver of the following:

1. City review and permit(s) fees for building, encroachment, and demolition permits.
2. City review fees for grading and drainage, water, sewer and landscaping.
3. Utility design fees for permanent services.
4. Obtaining Nationwide 404 Permits.
5. City Development Fees.
6. Environmental Permits and Licenses.

10. CITY SERVICES AND RESPONSIBILITIES – CONT'D

E. Furnishing of Services and Information – Cont'd

Unless expressly stated to the contrary in the Contract Documents, the City will provide, at its own cost and expense, for the Contractor's information the following:

1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable the Contractor to perform the Work;
3. A legal description and Street or Physical address of the Site;
4. To the extent available, as-built record and historical drawings of any existing structures at the Site;
5. To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous materials, in existence at the Site;
6. The City will provide all City standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.
   The City is responsible for securing and executing all necessary Contracts with adjacent land or property owners that are necessary to enable the Contractor to perform the construction. The City is further responsible for all costs, including attorneys' fees, incurred in securing these necessary Contracts.

F. Project Management Services

The City may contract separately with one or more Technical Consultants to provide project management assistance to the Project. The Technical Consultant's contract as well as the contracts of other firms hired by the City will be furnished to the Contractor. The Contractor will not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Technical Consultant.

The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key project communication, cost and time parameters.

The Technical Consultant may provide preprogramming and design standards.

10. CITY SERVICES AND RESPONSIBILITIES – CONT'D

F. Project Management Services – Cont'd

The City may contract with the Technical Consultant to provide some or all of the following services during the performance of the construction:

1. **Oversight of the Construction**. The City may hire Technical Consultants to assist it in oversight of the Construction Project. The Technical Consultants will:

   a. Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed construction and to determine in general if the construction is being performed in accordance with the Construction Documents. The Technical Consultant will keep the City informed of progress of the construction and will endeavor to guard the City against defects and deficiencies in the construction. The Technical Consultant may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Sections 15 and 16;
   b. Review and recommend approval of the Contractor's Payment Requests;
   c. Interpret matters concerning performance under and requirements of the Contract Documents on written request of the City. The Technical Consultant's response to these requests will be made with reasonable promptness and within any time limits agreed upon;
   d. Analyze, recommend and assist in negotiations of Change Orders;
   e. Conduct inspections to determine Substantial Completion and Final Acceptance;
   f. Receive and forward to the City for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

11. CLAIMS AND DISPUTES

<u>Requests for Contract Adjustments and Relief</u>

A. If either the CONTRACTOR or the City believes that it is entitled to relief against the other for any event arising out of or related to the Work, that party will provide written notice to the other party of the basis for its claim for relief.

B. That notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable Articles of the Contract.

C. In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

11. CLAIMS AND DISPUTES – CONT'D

Requests for Contract Adjustments and Relief – Cont'd

D. Notice must include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request.

12. CLEAN UP

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site of the work.

13. CONSTRUCTION METHODS

If the City provides the CONTRACTOR with a written order to provide adequate maintenance of traffic, clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CONTRACTOR fails to comply in the time frame specified, the City may have work accomplished by other sources at the CONTRACTOR's expense.

14. CONSTRUCTION PRACTICE

All construction practices and procedures shall conform to Section 107 of the Contract Work Hours and Safety Standards Act, (US Stat. 96, 40 USC 327) the latest revisions shall prevail.

15. CONSTRUCTION STAKES

Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the Contractor.

16. CONTRACT COMPLETION TIME

Contract Time will be one hundred and eighty (180) calendar days to complete the work as indicated in the Notice to Proceed (NTP).

A. Contract Time will start with the Notice to Proceed (NTP) and end with Substantial Completion. The City will issue a NTP letter establishing the mutually agreed upon NTP date for this Contract.

   1. Failure on the part of the CONTRACTOR to adhere to the Project Schedule may be the basis for termination of this Contract by the City.

B. The CONTRACTOR agrees to commence performance of the Work and achieve Performance Periods and the Contract Time.

C. All of the times stated in this paragraph are subject to adjustment in accordance with the provisions of Delay and Differing Site Conditions in the IFB.

17. CONTRACTOR SAFETY PROGRAM

The industrial environment in which the Contractor for the City of Scottsdale operates may on occasion present a potential safety and health hazard to any who may be on the job site. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The Contractor will be required to attend a City safety briefing session at the pre-construction meeting.

The session shall be attended by the Contract Administrator, the designated Risk Management staff, and a Contractor's representative.

Contractor shall provide a current OSHA 300A report at the pre-construction meeting. Contractor shall provide a safe jobsite and work environment for the safety and health of employees and members of the general public and shall comply with all legal requirements, including but not limited to the following:

Occupational Safety and Health Act (OSHA) Electrical Safe Work Practices Standards
OSHA Personal Protective Equipment Standards
NFPA 70E Standard for Electrical Safety in the Workplace
OSHA Fall Protection Standards
OSHA Confined Space Entry
All other applicable requirements of OSHA and local codes and agencies having jurisdiction.

Contractors that violate aforementioned rules and regulations may be subject to job shutdown and or removal from City facilities.

City Safety Rules and Expectations
Risk Management Division makes available a packet which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

Contractor Safety Tailgate Meetings
Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

Accident/Injury Procedure
Contractor shall contact the Contract Administrator and the Risk Management Division with 24 hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

Unsafe Acts
Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits
The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the City shall be notified should any OSHA inspection occur at a City job site.

18. CONTRACTOR'S DAILY LOG

On a daily basis, the Contractor shall prepare a Contractor's Daily Report. The City Public Works Inspector will provide a sample report format for the Contractor. The report shall detail the activities that took place during the course of the day, all equipment utilized and the number of hours operated and all personnel on the site inclusive of subcontractors.

The Daily Reports shall be submitted on a daily basis, unless otherwise arranged, to the City Public Works Inspector. The Daily Reports shall also be made available to the Contract Administrator upon request.

Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.

19. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL

All Contractor employees performing work under the scope of this contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractors company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the contract.

Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the contract. All employees shall have the supervisor's business cards available. In addition the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

Sandals, flip-flops, open-toed shoes are not acceptable footwear.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

It shall be the Contractor's responsibility to make sure all employees performing any work at any location under the scope of this contract, are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

Walkman type radios or any apparatus, which may impede hearing or sight, will not be allowed. Earplugs and/or safety glasses are exempt.

19. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL – CONT'D

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

The Contractor shall instruct all employees, in advance, as to what to do in a medical emergency.

If an injury to an employee is of sufficient nature to warrant immediate professional medical attention, the employee shall seek out proper medical attention immediately.

The employee shall notify the on-duty lead person (or supervisor) of any personal injury, including minor cuts, scrapes or burns. The on-duty lead person shall immediately notify the Contract Administrator of such injuries.

20. CONTROL OF MATERIALS

No material source has been designated by the City for use on this project.

MAG Specification, Section 106 shall apply as will ADOT Standard Specifications 1982, Section 106.01, .03, & .11 which outline controls and Section 1001-1, -2, & -4 concerning approval of contractor furnished source and supplemental agreements in regards to environmental analysis and the liability for materials testing costs.

Contractor furnished material sources situated in the 100-year flood plain of any stream or watercourse, and located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing, shall not be allowed.

A contractor furnished source shall be defined as a material source which is neither an A.D.O.T. furnished source nor a commercial source, as herein defined.

A commercial source shall be defined as a material source in which the owner or producer has been for at least one year regularly engaged during regular business hours on a regular basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company shall have an Arizona retail sales tax license.

The location of any new material source or existing non-commercial material source proposed for use on this project shall be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. Contractor shall obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the conditions herein and such applicable Standard Specifications as referenced.

21. CONTROL OF THE WORK SITE

A. Throughout all phases of construction, including suspension of the Work, the CONTRACTOR must keep the Site reasonably free from debris, trash and construction wastes to permit the CONTRACTOR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the CONTRACTOR will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work to permit the City to occupy the Project or a portion of the Project for its intended use.

B. **Dust Control**. The CONTRACTOR will take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this Contract. The dust control measures will be maintained at all times during construction of the Project to the satisfaction of the City, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.

C. **Dust Control Coordinator**. At any City construction site of 5 acres or more of disturbed surface area, as defined in A.R.S. §49-474(B) (5), that is required to have a Dust Generation Permit, the CONTRACTOR must have at all times at the Site, at least one Dust Control Coordinator trained in accordance with the requirements of A.R.S. §49-474.05 during primary dust generating operations that is related to the purposes for which the Dust Control Permit was issued. The Dust Control Coordinator must have full authority to ensure that dust control measures are implemented at the Site, including authority to conduct inspections, deploy dust suppression resources, and modify or shutdown activities as needed to control dust. The Dust Control Coordinator must be responsible for managing dust prevention and dust control on the Site, including the use of leaf blowers and street sweeping equipment. The Dust Control Coordinator must have a valid Dust Training Certification Identification

Card readily accessible on the Site while acting as the Dust Control Coordinator.

The requirements described in the above paragraph do not apply if all of the following circumstances are present:

1. The area of disturbed surface area is less than 5 acres.

2. The previously disturbed areas are stabilized in accordance with the requirements of any applicable County rules.

3. The CONTRACTOR with the Dust Control Permit provides notice of the acreage stabilized to the County Control Officer.
   On sites with greater than 1 acre of disturbed surface area, any CONTRACTOR holding a Dust Control permit issued by a County Control Officer, who is required to obtain a single permit for multiple noncontiguous sites that is required to control PM-10 emissions from dust generating operations must have, at least 1 individual who is designated as a Dust Control Coordinator. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator.

21. CONTROL OF THE WORK SITE – CONT'D

The Dust Control Coordinator must be present on Site at all times during primary dust generating activities that are related to the purposes for which the permit was issued.

A Subcontractor who is engaged in dust generating operations at a Site that is subject to a Dust Control Permit issued by a County Control Officer and that requires the control of PM-10 emissions from dust generating operations must register with the County Control Officer. The Subcontractor must have its registration number readily accessible on the Site while conducting any dust generating operations.

D. If applicable, the CONTRACTOR will maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. The CONTRACTOR is responsible for the coordination of all Work to minimize disruption to building occupants and facilities.

E. Only materials and equipment used directly in the Work will be brought to and stored on the Site by the CONTRACTOR. When equipment is no longer required for the Work, it will be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CONTRACTOR.

F. The CONTRACTOR is responsible for the cost to dispose of all waste products including excess earth material that will not be incorporated into the Work under this Contract. The waste product will become the property of the CONTRACTOR. The CONTRACTOR will provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and will make necessary arrangements for its disposal. Any disposal/dumping of waste products or unused materials will conform to applicable Federal, State and Local Regulations.

G. The CONTRACTOR will supervise and direct the Work. The CONTRACTOR is 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 has been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the Site. The representative must have full authority to act on behalf of the CONTRACTOR and all communications given to the representative will be as binding as if given to the CONTRACTOR. The representative must be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

H. In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., the CONTRACTOR will immediately inspect the Work Site and take all necessary actions to insure public access and safety are maintained.

21. CONTROL OF THE WORK SITE – CONT'D

I. **Damage to Property at the Site**. The CONTRACTOR is responsible for any damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by the CONTRACTOR under this Article will be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but will not increase the Contract amount.

J. **Damage to Property of Others**. The CONTRACTOR will avoid damage, as a result of the CONTRACTOR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. The CONTRACTOR will repair any damage caused by the operations of the CONTRACTOR, which costs will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but will not increase the Contract amount.

K. **Failure of CONTRACTOR to Repair Damage**. If the CONTRACTOR fails to commence the repair of damage to property as required in paragraphs (I.) and (J.) above, and diligently pursue the repair, then the City, after 10 days written notice to the CONTRACTOR and acknowledgment of receipt (provided the CONTRACTOR has not commenced the repair during the 10 day period), may elect to repair the damages with its own forces and to deduct from payments due or to become due to the CONTRACTOR amounts paid or incurred by the City in correcting the damage.

22. COOPERATION AND FURTHER DOCUMENTATION

The CONTRACTOR agrees to provide the documents, as the City will reasonably request to implement the intent of the Contract Documents.

23. COVENANTS AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person other than a bona fide employee working solely for the CONTRACTOR has been employed or retained to solicit or secure this Contract or any Contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this covenant, the City will have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, together with costs and attorney's fees.

24. DAMAGED WATER, SEWER, AND OTHER UTILITIES

Any utilities damaged during construction shall be replaced at the Contractor's expense as per the requirements of the M.A.G. Standard Specifications.

25. DEFINITIONS

Definitions shall be as stated in Section 101.2 of the MAG STANDARD SPECIFICATIONS with the following additions:

CITY: CITY OF SCOTTSDALE

CONTRACT ADMINISTRATOR: Thyra Ryden-Diaz

DESIGNER: AECOM

OWNER: CITY OF SCOTTSDALE

26. DELAY AND DIFFERING SITE CONDITIONS

"Delay" means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the project to be extended. Delays may be caused by the City, the Contractor, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

"Delay, Compensable" means delay that results from the City's actions or inactions that entitle the Contractor to both a time extension and delay damages.

"Delay, Concurrent" means two (2) or more delays, within the same timeframe, both of which would independently impact the project's critical path. If one delay is caused by the City and the other by the Contractor, the Contractor will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may "overlap."

"Delay, Excusable" means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of the Contractor (including its suppliers and subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

"Delay, Non-Excusable" means a delay within the control of the Contractor, its suppliers and subcontractors, or a delay resulting from a risk taken by the Contractor under the terms of the Contract. The Contractor will not be due any time extension or delay damages, and may be responsible for paying to the City, actual or liquidated damages for the delay.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

27. DISPUTE AVOIDANCE AND RESOLUTION

A. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the CONTRACTOR and the City each commit to resolving any disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

B. The CONTRACTOR and the City will first attempt to resolve disputes or disagreements at the field level through discussions between the CONTRACTOR's Representative and the Contract Administrator.

C. The City has the option of requiring that the CONTRACTOR provide the disputed work by means of time and materials. The disputed work will be paid for according to daily submittals from the CONTRACTOR that has been accepted by the City. Wage and materials rates are to be established for involved trades and equipment before the start of the work.

28. DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor.

The Contractor shall provide for the disposal at a legal off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.

It is preferred that the City of Scottsdale's Solid Waste Division be considered as first choice for dumpster services. Contact Mark Powell at 480-312-5610 for pricing, availability and agreements.

29. EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the Transportation Maintenance Traffic Signal Division (312-5620) 48 hours in advance of any work at such intersections.

The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Traffic Engineering Director when underground conduit is to be severed by excavations at the intersection. The Transportation Maintenance Manager shall have all underground traffic conduit located and shall provide the necessary City Technicians to assist the Contractor in identifying wiring phases and direction of conduit runs upon 24 hours' notice from the Contractor and at least one day prior to the Contractor's scheduled wiring and installation of temporary cables. The Contractor shall be responsible for the wiring and connection of all temporary cable within pull boxes and terminal compartments. The Transportation Maintenance Manager shall provide a City technician to assist the Contractor with connecting field wiring within the traffic signal control cabinet.

29. EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT – CONT'D

The Contractor shall provide, at his expense, an off duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the Traffic Engineering Manager for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified.

The Contractor shall be responsible for the maintenance and repair of any temporary field wiring of signal equipment. The Contractor shall ensure that signal faces are re-aligned to provide proper visibility when traffic lanes are re-routed.

The City does not permit the splicing of Magnetic Detector Loops.

30. EXISTING UTILITIES TO BE RELOCATED

If any utility is relocated or rebuilt to accommodate the Contractor's construction methods and available equipment, the expense shall be borne by the Contractor.

31. FINAL ACCEPTANCE

Upon receipt of written notice that the Work or identified portions of the Work are ready for final inspection and acceptance, the City and the CONTRACTOR will jointly inspect to verify that the remaining items of Work have been completed as described above. Upon verification that the items have been satisfactorily completed, the City will issue a Final Acceptance Letter.

32. GOVERNMENT APPROVALS AND PERMITS

The Contractor is responsible for securing any applicable permits and payment of any applicable taxes and fees associated with the Contract. Fees for City Building Permits and City Encroachment Permits will be waived by the City. All other fees and licenses are your responsibility.

a) Scottsdale Revised Code, Chapter 31, Section 4, Division 3 prescribes the requirements for Building Permits. Permits must be obtained from the Development Services Office.

b) Scottsdale Revised Code, Chapter 47, Section 3, Division 2 prescribes the requirements for Encroachment Permits. Permits must be obtained from the Development Services Office.

c) Capital Project Management (CPM) Inspection must be notified before the beginning of Work, and CPM Inspection will represent the City for the purpose of inspecting the Work for conformance to Plans, Specifications and details as well as public safety requirements as authorized by City Code.

d) Development Fees applicable to the Contract will be pre-paid by the City and need not be included in your bid.

32. GOVERNMENT APROVALS AND PERMITS – CONT'D

Unless otherwise provided, the Contractor will make application for and obtain or assist the City and the Design Team in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The Contractor is specifically required to obtain the necessary environmental permits or file the necessary environmental notices. Any environmental permits and licenses will be paid by the City in accordance with the provisions of Construction Special Terms and Conditions Clause 10(E).

Copies of all necessary permits and notices must be provided to the Contract Administrator before starting the permitted activity. This provision is not an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.

The Contractor is responsible for making application for and obtaining permit(s) for building and demolition, but the fees will be paid by the City in accordance with Construction Special Terms and Conditions Clause 10(E). The Contractor will also obtain any reviews for all-necessary permitting, but the fees for the permitting will be paid by the City in accordance with Construction Special Terms and Conditions Clause 10(E).

The Contractor is responsible for all other review and permit fees not specifically listed in Construction Special Terms and Conditions Clause 10(E).

The Contractor is responsible for the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the Project meters until Substantial Completion of the Project. Arrangement for construction water is the Contractor's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.

33. GUARANTEE - WARRANTY

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

A. Should the Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the Contractor hereby agrees to reimburse the City for the actual cost.

B. The warranty period on any part of the work so repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement.

C. This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the Contractor's control.

34. HINDRANCES AND DELAYS

In the event that the Contractor sustains damages as a result of expenses incurred by a delay for which the City is responsible, the Contractor and the City shall negotiate to determine the amount of such damages. This provision is made pursuant to Arizona Revised Statutes Section 34-221 and is effective only if the delay caused by the City is unreasonable under the circumstances and was not within the contemplation of the parties. This provision shall not be construed to void any provision of this contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.

35. HOURS OF WORK

Non-Building Construction:

All non-building construction and associated work will not commence until one-half hour before sunrise nor continue after sundown. The record of the National Weather Service will be used to determine the official time of these occurrences. Construction activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction. The Building Official or Building Inspection Manager may upon written request grant a variance from these times if just cause can be shown that work must be done outside the prescribed time period.

Building Construction:

A. All building construction and associated work will be restricted to the applicable summer or winter hours. Construction activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if the Contractor demonstrates, in writing to the Building Official, justifiable cause for the Sunday work.

B. Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if the Contractor demonstrates, in writing to the Building Official, justifiable cause for the Sunday work.

C. The City may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies, buildings and structures.

D. The Contractor must submit a written request to the Building Official for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. The Contractor must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the Building Official before the variance can be granted.

   1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring concrete during “summer hours”). A variance will not be granted based solely on convenience or for work that can be completed during daytime construction hours.

   2. The application for a variance must state the construction permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

      The variance will state the permit number, address, type of Work, time period of the Work and the duration of the variance. The party requesting the variance will be responsible for notifying the adjacent property owners of the intended Work and the duration of time. Nothing contained in this Contract will limit construction activity or construction related noises between sunrise and sundown.

36. INDEMNIFICATION

Contractor's General Indemnification

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

37. INDEPENDENT CONTRACTOR

The CONTRACTOR is and will be an independent contractor and not an employee or agent of the City.

38. INSPECTION

A. Inspectors may be stationed on the work to report to the Contract Administrator or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the Contractor fails to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

B. In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

C. Inspection or supervision by the Contract Administrator or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor.

39. INSURANCE REQUIREMENTS

A. At the same time as execution of this Contract, the CONTRACTOR will furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona.

B. The CONTRACTOR, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the CONTRACTOR, his agents, representatives, employees, or Subcontractors. If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with its subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements

C. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

D. The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the Contract services under this Contract by the CONTRACTOR, his agents, representatives, employees, Subcontractors or Subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.

Minimum Scope and Limits of Insurance

The CONTRACTOR will provide coverage and with limits of liability not less than those stated below.

A. Commercial General Liability - Occurrence Form

Commercial General Liability: CONTRACTOR must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products and Completed Operations Annual Aggregate, and a $4,000,000 General Aggregate limit. The General Liability/General Aggregate Limit must be a Per Location General Aggregate. The policy must cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

39. INSURANCE REQUIREMENTS – CONT'D

Minimum Scope and Limits of Insurance – Cont'd

B. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

Vehicle Liability: CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each occurrence on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation and Employers Liability

Insurance: CONTRACTOR must maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

D. Professional Liability

Professional Liability: If the Contract is the subject of any professional services or work performed by the CONTRACTOR, or if the CONTRACTOR engages in any professional services or work adjunct or residual to performing the work under this Contract, the CONTRACTOR must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CONTRACTOR, or anyone employed by the CONTRACTOR, or anyone whose acts, mistakes, errors and omissions the CONTRACTOR is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage will extend for 3 years past completion and acceptance of the work or services, and the CONTRACTOR, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in force and contains the required provisions for a 3 year period.

If there is no Professional Liability work or service as a part of this Contract, the City will waive the Professional Liability insurance requirement in writing.

39. INSURANCE REQUIREMENTS – CONT'D

Required Provisions and Endorsements

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverage

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.

4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.

5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Contract.

7. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.

8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

39. INSURANCE REQUIREMENTS – CONT'D

Required Provisions and Endorsements – Cont'd

Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

9. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

10. Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CONTRACTOR for the City.

Builders' Risk Insurance (Course of Construction)

Builders' Risk: The CONTRACTOR bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Scottsdale, the CONTRACTOR will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City.

1. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered. The policy must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

2. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the Contract amount and all subsequent modifications. The CONTRACTOR's Builders' Risk-Installation insurance must be primary and not contributory.

3. Builders' Risk-Installation insurance must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under Builders' Risk-Installation coverage.

39. INSURANCE REQUIREMENTS – CONT'D

Builder's Risk Insurance (Course of Construction) – Cont'd

4. Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under the CONTRACTOR's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code

5. This insurance must include as named insureds, the City, the CONTRACTOR, Subcontractors, Subconsultants and others with an insurable interest in the Work unless they are able to provide some level of coverage with the City named as loss payee. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City.

6. The CONTRACTOR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract.

7. The CONTRACTOR will provide the City with its latest copy of its OSHA 300A.

8. The CONTRACTOR will be responsible for any and all deductibles under the Builders Risk and Boiler and Machinery policies and the CONTRACTOR waives all rights of recovery and subrogation against the City.

40. LEGAL REQUIREMENTS

The CONTRACTOR will perform all Work in accordance with all Legal Requirements and will provide all notices applicable to the Work as required by the Legal Requirements.

41. LIQUIDATED DAMAGES

The CONTRACTOR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City will suffer damages, which are difficult to determine and accurately specify. The CONTRACTOR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, the CONTRACTOR will pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications, incorporated in this Contract by reference. To view and obtain copies of the M.A.G. Standard Specifications and the City of Scottsdale's supplements, please view the following City website:

http://www.scottsdaleaz.gov/design/mag-supplements

42. MARSHALLING YARD

Bidders are advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshalling areas they propose to use.

Marshalling areas shall be fenced with opaque slats. The Contractor shall obtain written approval from the property owner for marshalling area use. This approval shall contain any requirements which are a condition of this approval. Marshalling yard requirements according to M.A.G. Subsection 107.6.1 and City of Scottsdale Supplemental Specifications shall apply.

43. MUTUAL OBLIGATIONS

The City and the CONTRACTOR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

44. NATIVE PLANTS

The Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

45. NOTICE

All notices or demands required to be given, in accordance with the terms of this Contract, will be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph. Notice given by facsimile or electronic mail will not be considered adequate notice.

To City:	City of Scottsdale Capital Project Management Thyra Ryden-Diaz 7447 E. Indian School Road, Suite #205 Scottsdale, Arizona 85251
To CONTRACTOR:	Company Name Owner Name/Project Manager Address City, State, Zip

46. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except until after 30 days written notice or 10 days' notice of cancellation for non-payment of premiums has first been given, by certified mail, return receipt requested to:

City of Scottsdale
Risk Management Office
7447 East Indian School Road, Suite #225
Scottsdale, Arizona 85251

47. PAYMENT AND PERFORMANCE BONDS

Bonds in the following amounts will be required at the time of executing the formal contract and shall be made payable to the City of Scottsdale.

(1) Performance Bond - One Hundred (100%) percent of the Contract price.

(2) Payment Bond - One Hundred (100%) percent of the Contract price.

At the time of approval of any additional work by CHANGE ORDER, the Contractor may be required to provide an additional amount for Performance Bond and/or Payment Bond as deemed appropriate by the Contract Administrator or designee.

Performance and Payment Bonds must be submitted on Statutory Forms provided herein.

Each bond shall be executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona issued by the Director of the State Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bonds shall not be executed by an individual or personal surety or sureties. Additionally the surety company issuing any bond shall have an A.M. Best Company Inc. Financial Strength Rating of not less than "A-VI".

48. PROCEDURE FOR PAYMENT

For and in consideration of the faithful performance of the Work required to be done by the Contract Documents, and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the CONTRACTOR the amount stated in its Bid for the Work. Payment for the specific Work under this Contract will be made in accordance with payment provisions of this paragraph. Upon making satisfactory progress as described above, the City will make progress payments to the CONTRACTOR every 30 days.

48. PROCEDURE FOR PAYMENT – CONT'D

Partial Payment Request

A. At least 5 working days before the date established for a progress payment, the CONTRACTOR will meet with the Construction Coordinator or CPM Inspector to review the progress of the Work, as it will be reflected on the CONTRACTOR Payment Request.

The CONTRACTOR Payment Request will constitute the CONTRACTOR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the CONTRACTOR Payment Request, and that title to all the Work will pass to the City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

B. The CONTRACTOR's Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.

C. For equipment and materials properly stored at the Site, the equipment and materials will be protected by suitable insurance and the City will receive the equipment and materials free and clear of all liens and encumbrances.

1. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will protect the City's interest and will include applicable insurance, bonding, storage and transportation to the Site.

2. All bonds and insurance required for stored materials will be in the City's name.

D. The CONTRACTOR will submit a Payment Request in a format acceptable to the City on a date established by the City and the CONTRACTOR. This submittal will include, at a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any deliverables submitted, and the Subcontractors' actual request for payment plus similar narrative and listing of their work.

Payments for these services negotiated as a fixed unit price will be made in accordance with actual measured quantities completed during the preceding month as itemized by the CONTRACTOR. Payment for services paid as a lump sum will be made in accordance with the percentage of the services completed during the preceding month as itemized. Those services to be paid as a not-to-exceed reimbursable sum will be paid in accordance with the actual costs of the service expended during the preceding month.

The City will review payment requests and make recommendations for approval or denial within 7 calendar days after the City's receipt of each properly submitted and accurate Construction Payment Request, but in each case less the total of payments previously made, and less amounts properly withheld as Required Retention.

48. PROCEDURE FOR PAYMENT – CONT'D

Payment

A. The City will make payment in accordance with A.R.S. §34-221. Payment will be made no later than 14 days after the CONTRACTOR Payment Request is certified and approved by the City's Contract Administrator, less amounts properly retained as Required Retention.

B. The City will pay the CONTRACTOR all amounts properly due. If the City determines that the CONTRACTOR is not entitled to all or part of a CONTRACTOR Payment Request, it will notify the CONTRACTOR in writing within 7 days after the date the CONTRACTOR Payment Request is received by the City. The notice will indicate the specific amounts the City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures the CONTRACTOR must take to rectify the City's concerns. The CONTRACTOR and the City will attempt to resolve the City's concerns. If the parties cannot resolve these concerns, the CONTRACTOR may pursue its rights under the Contract Documents, including those under the provisions for Claims and Disputes.

49. 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 the entire contract is completed and accepted by the City.

Any payment for completed portions of the work shall not release the Contractor from such responsibility, however; he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City

50. PUNCH LIST PREPARATION

A minimum of 30 days before Substantial Completion the CONTRACTOR, in conjunction with the City and the Designer of Record, will prepare a comprehensive list of Punch List items, which the City may edit and supplement. The CONTRACTOR will proceed promptly to complete and correct the Punch List items.

Failure to include an item on the Punch List does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not commence until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the City issues its Final Acceptance Letter, the CONTRACTOR will deliver to the City all Operation and Maintenance Manuals necessary for the City to assume responsibility for the operation and maintenance of that portion of the Work.

51. REPRESENTATIVES OF THE PARTIES

A. Contract Administrators

The City designates the individual listed below as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes:

City of Scottsdale
Capital Project Management
Daniel J. Worth, Public Works Director
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

The City designates the individual listed below as its Contract Administrator:

City of Scottsdale
Capital Project Management or Facilities Department
Thyra Ryden-Diaz, Contract Administrator
7447 E. Indian School Road, Suite 205 or 9191 E. San Salvador Drive
Scottsdale, Arizona 85251or 85258

B. CONTRACTOR's Representative

The CONTRACTOR will provide to the City at or before the Preconstruction meeting, the names of its Senior Representative ("CONTRACTOR's Senior Representative") and Project Manager, who have the authority and responsibility for avoiding and resolving disputes.

, CONTRACTOR Representative

52. RIGHTS-OF-WAY

The M.A.G. Standard Specification 107.12 shall hereby be modified to read as follows: The Contractor, at his own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage and maintenance purposes, which are required in addition to existing easements and/or rights of way secured by the City as indicated upon the plans.

53. SCOPE

The work covered by these specifications consists of furnishing all labor, equipment and materials for construction of a shared use path from the northeast corner of East Shea Boulevard and North 124th Street and ending at the northeast corner of North 124th Street and the Central Arizona Project (CAP) canal. The total length of the pathway is approximately 0.72 miles, in accordance with "THE INSTRUCTIONS TO BIDDERS", "GENERAL TERMS AND CONDITIONS", "SPECIAL PROVISIONS", and the "PLANS" prepared by AECOM consisting of one hundred and five (105) sheets and approved on January 19, 2016.

54. STANDARD SPECIFICATIONS AND DETAILS

Except as otherwise noted, construction of this project and all work done under this Contract shall be in accordance with these specifications and all applicable UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION sponsored and distributed by Maricopa Association of Governments (MAG) and MAG STANDARD DETAILS including the latest approved revisions and City of Scottsdale supplements thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "STANDARD SPECIFICATIONS". In all cases where accepted standards (AWWA, ANSI, AASHTO, ADOT, ASTM, etc.) are referred to in the "STANDARD SPECIFICATIONS", the latest revisions as of bid advertisement shall prevail. To view and obtain copies of the M.A.G. Standard Specifications and the City of Scottsdale's supplements, please view the following City website:

http://www.scottsdaleaz.gov/design/mag-supplements

City of Scottsdale Supplements as revised and the "GENERAL TERMS AND CONDITIONS" AND "SPECIAL PROVISIONS" of these specifications provide for the supplementation, modification and/or amendments to the STANDARD SPECIFICATIONS.

The attachment "Special Terms & Conditions required for use on all ADOT/FHWA federally funded projects where the City of Scottsdale is utilizing ADOT/FHWA Certification Acceptance status" is hereby included in whole by reference, including all of its sub referenced appendices and additional forms.

ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as the solicitation or resulting contract may be amended, the following shall be the order of precedence:

1. Signed and Fully Executed Separate Contract
2. Special Terms and Conditions of the Solicitation
3. General Terms and Conditions of the Solicitation
4. Special Provisions from City of Scottsdale Capital Project Management (by the designer that describes bid items and project specific considerations, e.g., quality control, sequence of activities, submittals and shop drawings).
5. Statement of Scope of Work (SOW)/Specifications/Technical Provisions/Technical Specifications - (Designer's specifications of materials and general conditions of work-means and methods. Street, w/s projects use term Technical Specifications. Building Projects use Construction Specification Institute format).
6. Plans/Drawings (consisting of the designer's/engineer's drawings/sheets.)

54. STANDARD SPECIFICATIONS AND DETAILS – CONT'D

ORDER OF PRECEDENCE – CONT'D

7. Attachments
8. Exhibits
9. Instructions to Bidders
10. Other documents referenced or included in the solicitation or contract
    Such As:
    a. Technical or code requirements or documents that govern construction materials and design-ICC, etc.
    b. City Supplements to MAG Uniform Standard Specifications for Public Construction.
    c. MAG Standard Specifications for Public Works Construction (unless a Federal Aid project).
    d. MAG Standard Details.
    e. Federal Requirements - ADOT/FHWA/FTA/FAA, etc., requirements. (Where Federal funds are provided for the project, Federal procurement and contract provisions may take precedence of the above Order of Precedence. If Federal procurement and contract provisions take precedence, the City's Order of Precedence will only control when not in conflict with the Federal procurement and contract provisions. Where there is a conflict, the Federal procurement and contract provisions will control).

55. SUBCONSULTANTS AND SUBCONTRACTOR'S INSURANCE

Unless the CONTRACTOR's Subconsultants and Subcontractors can provide the same level of coverage as detailed in the Minimum Scope and Limits of Insurance provisions, and name the City and the CONTRACTOR as Additional Insureds, the CONTRACTOR's certificates must include all Subcontractors and Subconsultants as insureds under its policies or the CONTRACTOR must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverage for Subcontractors and Subconsultants must be in the amounts as required in the Minimum Scope and Limits of Insurance provisions. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City.

56. SUBLETTING OF CONTRACT

The City of Scottsdale is hereby requiring the following level of self-performance of this Contract as indicated by the one checked block that applies:

☒ Pursuant to ADOT/FHWA Special Terms and Conditions for Federally Funded Projects, Form 1273, Section VI Paragraph 1, the City of Scottsdale on this Contract is requiring that the Contractor shall perform with its own organization, work amounting to not less than **30%** of the total original contract price, excluding any specialty items.

56. SUBLETTING OF CONTRACT – CONT'D

☐ Pursuant to MAG 108.2(E), the City of Scottsdale, on this Contract for pipeline construction, roadway construction or roadway maintenance, is requiring that the Contractor shall perform with its own organization, work amounting to not less than **50%** of the total original contract price, excluding any specialty items.

☐ Pursuant to MAG 108.2, the City of Scottsdale, on this Contract, is requiring that the Contractor shall perform with its own organization, work amounting to not less than **XX%** of the total original contract price, excluding any specialty items.

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 limited to minor components of the overall Contract.

All subletting shall be subject to the approval of the City and will not relieve the Contractor of any liability or responsibility of the Contract.

57. SUBSTANTIAL COMPLETION

Substantial Completion will be for the entire Project unless a partial Substantial Completion is identified and stated in the Notice to Proceed letter. Substantial Completion means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (a) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (b) issuance of elevator permit; (c) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (d) installation of all materials and equipment; (e) City review and acceptance of all systems; (f) City review and acceptance of draft O&M manuals and record documents; (g) City operation and maintenance training completed; (h) HVAC test and balance completed (provide minimum 30 days before projected substantial completion); (i) completed landscaping and site work; and (j) final cleaning, and (j) any other criteria in the Notice to Proceed.

A. Before notifying the City of Substantial Completion, the CONTRACTOR must inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CONTRACTOR will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

B. The CONTRACTOR will notify the City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

C. Within 5 days of the City's receipt of the CONTRACTOR's notice, the City and the CONTRACTOR will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

57. SUBSTANTIAL COMPLETION – CONT'D

D. If the Work is substantially complete, the City will prepare and issue a Certificate of Substantial Completion that will establish (i) the date of Substantial Completion of the Work or portion of the Work, (ii) the remaining items of Work that have to be completed within 30 calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing the City's and the CONTRACTOR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

1. The City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work, (ii) the CONTRACTOR and the City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) the City and the CONTRACTOR agree that the City's use or occupancy will not interfere with the CONTRACTOR's completion of the remaining Work.

58. 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 representative shall have full authority to act on behalf of the CONTRACTOR and all communications given to the representative shall be as binding as if given to the CONTRACTOR. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

59. SUSPENSION AND TERMINATION

City's Right to Stop Work

The City may, at its discretion and without cause, order the CONTRACTOR in writing to stop and suspend the Work. Immediately after receiving this notice, the CONTRACTOR must discontinue advancing the Work specified in this Contract. The suspension may not exceed 180 consecutive days. If the City suspends the Work for 181 consecutive Days or more, the suspension will be a Contract termination for convenience.

The CONTRACTOR may seek an adjustment of the Contract Price or Contract Time, or both, if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by the City.

59. SUSPENSION AND TERMINATION – CONT'D

Termination for Convenience

A. Upon receipt of written notice to the CONTRACTOR, the City has the right to terminate this Contract or abandon any portion of the Project for which services have not been performed by the CONTRACTOR.

1. The CONTRACTOR will estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.

   The CONTRACTOR will receive compensation for services performed to the date of termination as provided in the provisions for Delay and Differing Site Conditions. The fee will be paid in accordance with the Payment provisions of this Contract, and will be an amount mutually agreed upon by the CONTRACTOR and the City. If there is no mutual agreement, the final determination will be made in accordance with the Claims and Dispute provisions.

2. The CONTRACTOR will not be entitled to anticipated profit or anticipated overhead, but is entitled to recover apportioned profit and overhead proportional to the amount of the Work completed. In no event will the fee exceed that stated this Contract or as may be subsequently amended.

3. The City will make the final payment within 60 days after the CONTRACTOR has delivered the last of the partially completed items and the final fee has been agreed upon.

   If the City terminates this Contract in accordance with the provisions of this paragraph and proceeds to construct the Project through its employees, agents or third parties, the City's rights to use the work product will be as provided in the provisions providing for the City's Right to Perform and Cancel for Cause.

B. Upon any termination during construction services, the CONTRACTOR will proceed with the following obligations:

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the Work terminated.
4. Assign to the City all right, title and interest of the CONTRACTOR under the subcontracts terminated, in which case the City will have the right to settle or to pay any termination settlement proposal arising out of those terminations.
5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CONTRACTOR and to which the City has or may acquire an interest.
6. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the City's interests; and

59. *SUSPENSION AND TERMINATION – CONT'D* Termination for Convenience – Cont'd

7. A general release executed by the CONTRACTOR waiving, upon receipot of final payment by the CONTRACTOR, all claims, except those claims previously made in writing to the City and remaining unsettled at the time of final payment.

C. The CONTRACTOR will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.

D. The City will pay CONTRACTOR the following:

1. The direct value of its completed Work and materials supplied as of the date of termination;
2. The reasonable costs and expenses attributable to any termination; and
3. The CONTRACTOR will be entitled to profit and overhead on completed Work only, but will not be entitled to anticipated profit or anticipated overhead. If it appears the CONTRACTOR would have sustained a loss on the entire Work had the Project been completed, the CONTRACTOR will not be allowed profit and the City will reduce the settlement to reflect the indicated rate of loss.

E. The CONTRACTOR will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to the auditing provisions.

60. *THIRD PARTY BENEFICIARY*

The Contract Documents will not be construed to give any rights or benefits to anyone other than the City and the CONTRACTOR, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the CONTRACTOR and not for the benefit of any other party.

61. *TITLE VI ASSURANCES*

The City of Scottsdale, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Arizona Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

61. TITLE VI ASSURANCES

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *City of Scottsdale,* the *Arizona Department of Transportation or Federal Aid Highway Program* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *City of Scottsdale,* the *Arizona Department of Transportation or Federal Aid Highway Program as* appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the *City of Scottsdale* shall impose such Contract sanctions as it or the *Arizona Department of Transportation or Federal Aid Highway Program* may determine to be appropriate, including, but not limited to:

a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
b) cancellation, termination or suspension of the Contract, in whole or in part

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the *City of Scottsdale, Arizona Department of Transportation, or Federal Aid Highway Program* may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided; however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *City of Scottsdale* to enter into such litigation to protect the interests of the *City of Scottsdale*, and in addition, the Contractor may request the United States or the Arizona Department of Transportation to enter into such litigation to protect the interests of the United States or Arizona Department of Transportation.

61. TITLE VI ASSURANCES

61. (A) City of Scottsdale Title VI Notice to the Public

The City of Scottsdale hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civic Rights Act of 1964, the Civil Rights restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, national origin, age or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Scottsdale program or activity.

Any person, who believes his/her Title VI protection has been violated, may file a complaint. Any such complaint must be in writing and filed with the City of Scottsdale Office of Diversity, within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complainant Forms may be obtained from the City of Scottsdale Diversity Office by contacting:

CUIDAD DE SCOTTSDALE TITULO VI AVISO AL PÚBLICO

La Ciudad de Scottsdale da este aviso público. Es la policía de la cuidad asegurar que el pleno cumplimiento con el título VI de la ley de los derechos civiles de 1987 y los estatutos y reglamentos en todos los programas y actividades. El Título VI establece que ninguna persona podrá, por motivos de raza, color, sexo, origen nacional, edad o discapacidad ser excluido de la participación, ser negado los beneficios de, o ser discriminado por cualquier programa de la Ciudad de Scottsdale o actividad.

Cualquier persona que crea que su protección Titulo VI ha sido violada, puede presentar una queja. Cualquier queja debe ser por escrito y presentada a la Ciudad de Scottsdale en la oficina de Diversidad, dentro de los ciento ochenta (180) días siguientes a la fecha de lo ocurrido. Formas Discriminación Titulo IV, para el demandante pueden ser obtenidas en la oficina de Diversidad de la Cuidad de Scottsdale.

For more information:
Informacion de contacto:
Sharon Cini
Diversity Liaison / Title VI Coordinator
City of Scottsdale, 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251
480-312-2727
diversity@scottsdaleaz.gov

http://www.scottsdaleaz.gov/diversity

Contact information for the **ADOT Civil Rights Office:**
Informacion de contacto de la **Oficina de Derechos Civiles de ADOT**:
206 S. 17th Ave, Phoenix AZ 85007, Mail Drop 155A, Room 183, (602) 712-8946

62. TRAFFIC CONTROL

A. Complete street closures will not be permitted unless specified in the Special Provisions Section of this bid document.

B. Adequate barricades and lighted warning signs shall be installed and maintained by the Contractor throughout the duration of the project. All traffic control shall be in accordance with the City of Phoenix Traffic Control Manual unless otherwise specified in the Special Provisions section of this bid document.

C. The City Traffic Engineering Manager shall stipulate the traffic restrictions and/or minimum requirements throughout the construction period.

D. The Contractor shall submit a construction schedule and traffic supplement for "Street Barricading and Channelization" to the City Traffic Engineering Manager for approval and/or modification before construction is initiated.

63. VERIFICATION OF COVERAGE

A. The CONTRACTOR must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

B. All certificates and endorsements are to be received and approved by the City before Work commences except for Builders' Risk Insurance, which must be received and approved as provided above. Each insurance policy required by this Contract must be in effect at or before the earlier of commencement of Work under the Contract Documents or the signing of this Contract except for Builders' Risk Insurance which must be in effect before commencement of Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

C. All certificates of insurance required by this Contract must be sent directly to the City of Scottsdale, Capital Project Management. **The solicitation number and project description must be included on the Certificates of Insurance.** The City reserves the right to require complete certified copies of all insurance policies required by this Contract, at any time.

64. WORKMANSHIP

Where not more specifically described, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion.

All work shall be executed by tradesmen skilled in their respective lines of work.

When completed, all work shall have been durably and substantially built and shall present a neat, workmanlike appearance.

SUBMITTAL CHECKLIST	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

NOTICE: Bidders are not required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

The following documents are required with your bid in order to be considered responsive.

Check each box for each completed item included within your submittal.

- ☐ **Bid Form(s) (COS Form)** – Fully completed Solicitation Bid Form(s).
- ☐ **Bidder Form Signature Page (COS Form)** – Fully completed Bid Form Signature Page, signed in ink.
- ☐ **Schedule of Bid Items (COS Form)** – Fully completed Schedule of Bid Items.
- ☐ **Bid Bond (COS Form)**
- ☐ **Affidavit Disadvantaged Business Enterprise Assurances**
- ☐ **Bidder's Statement on Previous Contracts – Subject to EEO Clause (Federal Form)**
- ☐ **Non-Collusion Bidding Certification (2 pages).**
- ☐ **Buy America Certification (Federal Form)**

The following forms are not required; however, are requested:

- ☐ Copy of ADOT pre-qualification letter stating pre-qualified work type, expiration date and dollar limits.

NOTE:
"Please ***do not*** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist."

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

BID FORM	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

In compliance with the Advertisement for Bids, by the City of Scottsdale Purchasing Division, the undersigned Bidder:

Having examined the Contract documents, work site, and being familiar with the conditions to be met, hereby submits the following bid for all labor, materials, and equipment, for the completion of the work listed and agrees to execute the Contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth hereinafter.

Understands that construction of this project shall be in accordance with all applicable M.A.G. Standard Specifications, Details, Uniform Codes, Ordinances, and Regulations as otherwise required by the Project Plans and Special Provisions.

Understands that the bid shall be submitted with a bid guarantee of cashier's check or surety bond for an amount not less than (10%) ten percent of the amount bid.

Understands that a notarized Non Collusion Affidavit shall be submitted with the bid for it to be considered complete.

The Bidder also certifies it is in compliance with the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Agrees that upon receipt of Notice of Award, from the City of Scottsdale, to execute the Contract documents.

Work shall be completed within one hundred and eighty (180) calendar days, as specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment.

The Bidder hereby acknowledges that his bid pricing is based on all of the addenda that were issued by the City prior to opening of this bid.

The undersigned agrees to construct this project at the prices shown on the Schedule of Bid Items,

totaling _____ Dollars

($_____). This amount constitutes the Base Bid. Such base bid includes State, County and City privilege (sales) taxes.

Amounts shall be shown in both words and figures. In the event unit price extension errors are discovered on the Schedule of Bid Items submitted, the errors will be corrected by the City and the corrected total bid cost shall govern.

NAME OF FIRM: _____

BID FORM SIGNATURE PAGE	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

The City Council reserves the right, as the interest of the City requires, to reject any or all bids, to waive any informality in bids received, to award a contract by accepting or rejecting any alternate bid(s) (additive or subtractive) and reserves the right to reject the bid(s) of any Bidder who has previously failed to perform competently in any contract with the City.

Contractor's License Number and Classification: _____

THIS BID 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 _____. By submitting this bid (I), (WE) hereby agree to enter into the Contract included in the bid documents and (I), (WE) further agree that this bid incorporates by reference to the same extent as if set forth herein in full all of the terms and conditions contained in said bid documents identified as BID NO. 16PB020, including all addenda issued by the City prior to bid opening. Plans, Standard Specifications and Details, Project Manuals, Special Provisions, Performance Bond, Payment Bond and Certificate of Insurance.

Respectfully Submitted:

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE: _____ _____
(printed name) (signature)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE: _____

E-MAIL ADDRESS: _____

_____ BY: _____
WITNESS: NAME AND TITLE (SEAL)
IF BIDDER IS AN INDIVIDUAL

CITY OF SCOTTSDALE

SHEA TUNNEL ACCESS SHARED USE PATHWAY - SHEA BLVD TO CAP CANAL

BID SHEET

Federal Aid Project No.: SCT-0(226)D
ADOT Project No.: 0000 MA SCT SZ161 01C/01D
COS Bid No. 16BP020

COS ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
	Civil				
104150	PROJECT SIGNS (NEW)	EA	4		
108000	FORCE ACCOUNT EXTRA WORK	LS	1		
201001	CLEARING & GRUBBING	ACRE	4		
205001	ROADWAY EXCAVATION	CY	9,795		
206001	STRUCTURAL EXCAVATION	CY	3,245		
206101	STRUCTURAL BACKFILL	CY	1,109		
220406	DUMPED RIPRAP (D50=6")	CY	163		
220409	DUMPED RIPRAP (D50=9")	CY	25		
220412	DUMPED RIPRAP (D50=12")	CY	53		
220422	WIRE ENCLOSED RIPRAP (D50=12")	CY	48		
220500	SHOTCRETE	CY	56		
340021	RIBBON CURB, MAG 220 TYPE "B"	LF	41		
340065	SINGLE CURB, (MAG 222 TYPE A MODIFIED)	LF	50		
340066	SINGLE CURB, (MAG 222 TYPE B MODIFIED)	LF	35		
340205	CONCRETE SIDEWALK, MAG 230 (5" THICK)	SF	8,862		
340243	EXPOSED AGGREGATE SIDEWALK	SF	194		
340290	NON SLIP TREATMENT (PATH TREATMENT)	SF	5,395		
340295	NON-SLIP TREATMENT (SHOULDER TREATMENT)	SF	120		
345003	FRAME & COVER GRADE ADJUSTMENT, COS 2270	EA	1		
350111	REMOVE FENCE	LF	76		
350115	REMOVE & REINSTALL TRAIL ACCESS GATE	EA	1		
350604	REMOVE SIGN, POST & POST BASE	EA	3		
350661	REMOVE AND SALVAGE LANDSCAPE LIGHT	EA	4		
350716	REMOVE (STRUCTURAL CONCRETE)	CY	11		
401001	TRAFFIC CONTROL	LS	1		
402401	REFLECTIVE TRAFFIC SIGN PANEL	SF	88		
402411	TELESPAR SIGN POST, COS 2131	LF	207		
402412	TELESPAR SIGN POST BASE ASSEMBLY (SLEEVE & ANCHOR), COS 2131	EA	19		
420012	STEEL RAIL FENCE, COS 2682	LF	1,225		
505103	LIGHTWELL	EA	1		

COMPANY NAME: _____

CITY OF SCOTTSDALE

SHEA TUNNEL ACCESS SHARED USE PATHWAY - SHEA BLVD TO CAP CANAL

BID SHEET

Federal Aid Project No.: SCT-0(226)D
ADOT Project No.: 0000 MA SCT SZ161 01C/01D
COS Bid No. 16BP020

COS ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
505402	BOX CULVERTS	LF	22		
505462	BOX CULVERT WINGS	EA	2		
505826	RETAINING WALL (ADOT SD 7.01)	SF	569		
505827	RETAINING WALL (GABION)	CY	2,280		
520001	STEEL HANDRAILS, COS 2508	LF	115		
610803	FIRE HYDRANT RELOCATION, MAG 360 & 362	EA	1		
618018	18" STORM DRAIN PIPE	LF	118		
618740	STORM DRAIN OUTLET BARRIER GATE (ADOT C-13.75)	EA	2		
	Electrical				
403222	ELECTRIC SERVICE CABINET (INCLUDING CONTROLS, FOUNDATION & POWER COMPANY CONNECTION)	LS	1		
403941	CONDUCTORS AND BOND WIRES (COMPLETE AND IN PLACE; INCLUDES ALL SPLICES AND TERMINATIONS FOR A COMPLETE SET OF CONDUCTORS FOR THE CIRCUIT)	LF	850		
404202	CONCRETE PULL BOX	EA	2		
640311	STREET LIGHT CONDUIT AND TRENCH	LF	550		
640601	LUMINAIRES (LED CEILING MOUNTED LIGHTS)	EA	9		
640602	LUMINAIRES (LED AREA LIGHT, POLE AND FOUNDATION	EA	2		
	Hardscape & Landscape				
430003	DECOMPOSED GRANITE, (STABILIZED)	SY	2,702		
430009	HYDROSEEDING (NATIVE SEED MIX)	ACRE	1.6		
430201	SHRUBS, 1 GAL. (COS 2620)	EA	40		
430202	SHRUBS, 5 GAL. (COS 2620)	EA	206		
430203	CACTUS, 5 GAL. (COS 2620)	EA	74		
430204	CACTUS (OCOTILLO) (15 GAL) (8 CANE MIN) (COS 2620)	EA	12		
430302	TREES, 15 GAL. (COS 2620)	EA	2		
430502	SAGUARO (6' MIN HT) (COS 2620)	EA	10		
430604	SALVAGE & RELOCATE NATIVE CACTI (SAGUARO) (COS 2620)	EA	1		
430621	SALVAGE & RELOCATE NATIVE TREES (COS 2620)	EA	10		
430702	NATIVE PLANT SALVAGE/STORAGE (TEMPORARY NURSERY)	LS	1		
440835	LANDSCAPE RESTORATION	LS	1		
440836	LANDSCAPE (PROTECT IN PLACE - TREES, SHRUBS, AND CACTUS)	LS	1		
505851	ARCHITECTURAL SURFACE TREATMENTS	LS	1		
515206	6'- 0" GABION BASKET BENCH	EA	2		

CITY OF SCOTTSDALE

SHEA TUNNEL ACCESS SHARED USE PATHWAY - SHEA BLVD TO CAP CANAL

BID SHEET

Federal Aid Project No.: SCT-0(226)D
ADOT Project No.: 0000 MA SCT SZ161 01C/01D
COS Bid No. 16BP020

COS ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
Erosion Control					
430901	STORM WATER POLLUTION PREVENTION PLAN, MAINTENANCE AND PERMITS	LS	1		
Irrigation					
440808	MISC. IRRIGATION ITEMS (SOLID TUBE & 2 GEL PACS)	LS	1		
440809	MISC. IRRIGATION ITEMS (ADDITIONAL GEL PACS)	LS	1		
440931	IRRIGATION RESTORATION (PRIVATE PROPERTY)	LS	1		
440935	IRRIGATION (SALVAGE / PROTECT IN PLACE - TREES, SHRUBS, AND CACTUS)	LS	1		
Project Wide					
105801	CONSTRUCTION SURVEYING	LS	1		
105820	AS-BUILTS	LS	1		
401102	OFF-DUTY POLICE OFFICER (CONTINGENCY)	HR	40		
800001	MOBILIZATION / DE-MOBILIZATION	LS	1		
800002	CONTRACTOR QUALITY CONTROL	LS	1		
800020	PROJECT CONTINGENCY (5%)	LS	1		
				Project Total	

COMPANY NAME: _____

BID BOND	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

COS PROJECT NUMBER: TB66A/TB66B **FEDERAL PROJECT # SCT-0(226)D**

ADOT TRACS PROJECT # 0000MA SCT SZ16101C/01D

KNOW ALL MEN BY THESE PRESENTS: That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Scottsdale in the penal sum of Ten Percent (10%) of Bid Amount, Dollars ($_____) lawful money of the United States of America, to be paid to the order of the City of Scottsdale, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, signed with our seals and dated _____, 201__. The conditions of the above obligation are such that whereas the City Council of the City of Scottsdale, did order the following works to be done, to wit: Bid No. 16PB020.

WHEREAS, _____, the Principal herein in answer to the Notice Inviting Bids issued by the City of Scottsdale, put in its bid for the making of said improvements.

NOW THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the bid and gives 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 Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

ATTEST:

_____
PRINCIPAL (SEAL)

_____
ATTORNEY IN FACT

BY:_____

_____
SURETY (SEAL)

_____
AGENCY OF RECORD

_____
AGENCY ADDRESS

AFFIDAVIT DISADVANTAGED BUSINESS ENTERPRISE ASSSURANCES	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

This form is required to be submitted with your bid.

The undersigned, fully cognizant of the requirements and of the goal established, hereby certified that in the preparation of this bid for federal aid project.

COS Project Number **TB66A/TB66B**

ADOT TRACS Project # **0000MA SCT SZ16101C/01D** Federal Project Number **SCT-0(226)D**

Location From the northeast corner of East Shea Boulevard and North 124th Street and ending at the northeast corner of North 124th Street and the Central Arizona Project (CAP) canal, Scottsdale, Arizona

(CHECK ONE)

_____ The established goal for DBE participation will be met and agreements have been made with certified DBE's, or

_____ 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.

THE AFFIDAVIT MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE BID.

_____
Print Name of Firm

_____
Print Name of Authorized Officer of Firm

_____
Signature of Authorized Officer of Firm

_____
Title

Sworn to before me this _____day of _____20 _____ in the County of

_____, State of _____

_____
(Notary Public)

In accordance with the Special Terms and Conditions the notified apparent low bidder shall specify its DBE participation on the "DBE Intended Participation Affidavit", or provide documentation of its good faith efforts, by 4:00 p.m. on the fifth working day following the bid opening. The apparent low bidder shall obtain the required affidavit from the Business Engagement and Compliance Office, 1135 N. 22nd Avenue (second floor), Phoenix, AZ 85009, following the opening of bids.

CERTIFICATIONS WITH REGARD TO THE PREFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT BIDDER'S SELF CERTIFICATION FORM FOR FEDERAL AID CONTRACT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS (APRIL 1969)	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

COS Project Number **TB66A/TB66B** Name of Prime Firm: _____

ADOT TRACS Project # **0000MA SCT SZ16101C/01D** Federal Project Number **SCT-0(226)D**

The bidder, _____, proposed subcontractor _____, hereby certifies that he has_____, has not_____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not_____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By: _____

_____
(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Information concerning Standard Form 100 (EEO-1) is available from:

Joint Reporting Committee
P.O. Box 19100
Washington D.C. 20036-9100

Proposed Prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.R7/03

NON-COLLUSION BIDDING CERTIFICATION	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

COS Project No. **TB66A/TB66B** Name of Prime Firm: _____

ADOT TRACS Project No. **0000MA SCT SZ16101C/01D** Federal Project No. **SCT-0(226)D**

(STATE OF)
ss
(COUNTY OF)

I, _____of the City of_____in the County of _____and the State of_____of full age, being duly sworn according to the law of my oath depose and say that:

I am a_____ a, _____
(Name) (Title, Position, etc.)

of the firm of _____, the Bidder making the Bid for City of Scottsdale, (Insert Project Name), City Project No. (Project Number) and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Scottsdale relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

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.

NON-COLLUSION BIDDING CERTIFICATION – CONT'D	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

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 City of Scottsdale will keep the prime contractors' certifications on file as part of their original bid proposals. Each prime contractor shall keep individual certifications from all subcontractors and lower tier subcontractors on file.

Certifications shall be retained for three years following completion and acceptance of any given project.

Disclosure forms for the prime contractor shall be submitted to the Engineer at the pre-construction conference. Disclosure forms for subcontractors and lower tier subcontractors shall be submitted to the Engineer by the prime contractor along with the submittal of each subcontract or lower tier subcontract 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.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract I upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

_____
(Signature of Bidder)

_____
(Printed or Typed Name of Bidder)

Sworn to before me this _____day of _____20 _____ in the County of
_____, State of _____

_____
(Notary Public)

BUY AMERICA CERTIFICATION	
	SHEA TUNNEL ACCESS SHARED USE PATHWAY **IFB # 16PB020**

COS Project No. **TB66A/TB66B** Name of Prime Firm: _____

ADOT TRACS Project No. **0000MA SCT SZ16101C/01D** Federal Project No. **SCT-0(226)D**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federal-funded projects are produced in the United States, unless a waiver has been granted by the Federal Highway Administration (FHWA) or the product is subject to a general waiver.

A bidder or offeror must submit to the City of Scottsdale the appropriate Buy America Certification (below) with all bids on federally-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)
The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____
Signature_____
Company Name_____
Title _____

OR:

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____
Signature_____
Company Name_____
Title _____

Company Name _____

INVITATION FOR BID 16PB020

SHEA TUNNEL ACCESS SHARED USE PATHWAY

SAMPLE CONTRACTUAL DOCUMENTS - REQUIRED FOR FINAL EXECUTION OF CONTRACT

*The following documents do **not** need to be included with your submittal.*

NOTICE OF AWARD

PROJECT NAME: (SOLICITATION TITLE)

BID NUMBER **16PB020** **PROJECT NUMBER** **TB66A/TB66B**

ADOT TRACS Project No. **0000MA SCT SZ16101C/01D** **Federal Project No.** **SCT-0(226)D**

TO (Company Name Only)
(Address)
(City, State, Zip)

You are hereby notified that you were awarded the Contract by the Scottsdale City Council, on (Date) in the amount of $_____.

You are required by the Terms and Conditions of this bid to execute the Construction Contract and furnish the following checked items within ten (10) days from the date of this Notice:

☐ **Contractor's Payment Bond** ☐ **Contractor's Performance Bond** ☐ **Insurance Certificate(s)**

☐ **I.R.S. Form W-9/Request for Taxpayer ID No. & Certification** ☐ **New Vendor Setup Form**

If you fail to execute the Construction Contract, furnish the items identified above within ten (10) days from the date of this Notice, the City will consider this as a forfeiture of your Bid Bond. All required documents shall to be sent to the Bid & Contract Specialist listed below. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the City of Scottsdale.

BY: _____
(type staff name)
(type staff title)

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

BY: _____ _____
Signature of Authorized Representative Printed Name/Title

Subscribed and sworn to before me this _____ day of _____ 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

SAMPLE

CITY OF SCOTTSDALE
CONSTRUCTION CONTRACT

PROJECT NAME: SHEA TUNNEL ACCESS SHARED USE PATHWAY

BID NUMBER **16PB020** **COS PROJECT NUMBER** **TB66A/TB66B**

ADOT TRACS Project No. **0000MA SCT SZ16101C/01D** **Federal Project No.** **SCT-0(226)D**

THIS CONTRACT, entered into this _____ day of _____, 201__, between _____, herein after designated "Contractor" and the City of Scottsdale, County of Maricopa, and State of Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, the “City”.

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the City, in the manner and at the time provided, and of the other covenants and agreements contained in this Contract and under the penalties expressed in the bonds provided, agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

SECTION 1 - SCOPE OF WORK: The Contractor will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Bid No. 16PB020, Project No. (project number) and to completely and totally construct the project and install the material in the project for the City, in a good workmanlike and substantial manner to the satisfaction of the City and under the direction and supervision of the City, or other properly authorized agents and strictly in accordance with the Plans and Specifications prepared for the City, and with any modifications of the Plans and Specifications and other documents that may be made by the City or other properly authorized agents, as provided in this Contract.

The Contractor agrees that this Contract, as awarded, is for Bid No. 16PB020, Project No. TB66A/TB66B, SHEA TUNNEL ACCESS SHARED USE PATHWAY, from the northeast corner of East Shea Boulevard and North 124th Street and ending at the northeast corner of North 124th Street and the Central Arizona Project (CAP) canal, in the amount of $_____, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form.

SECTION 2 - CONTRACT DOCUMENTS: The Contract Documents consist of the Invitation for Bid, Bid No. 16PB020, Plans, Standard Specifications and Details, Project Manuals, General and Special Provisions, Addenda, if any, and Contractor's Bid, as accepted by the Mayor and Council. Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract.

SECTION 3 - TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as required for the construction of the improvements and to completely construct the project and install the materials, as called for by the Contract Documents free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the bid documents.

SAMPLE

PROJECT NAME: SHEA TUNNEL ACCESS SHARED USE PATHWAY

BID NUMBER **16PB020** **COS PROJECT NUMBER** **TB66A/TB66B**

ADOT TRACS Project No. **0000MA SCT SZ16101C/01D** **Federal Project No.** **SCT-0(226)D**

SECTION 4 - PAYMENTS: In consideration of the faithful performance of the work as stated in the Contract Documents, which have been made a part of this Contract by reference, and in accordance with the directions of the City, through its Contract Administrator or other properly authorized agent and to City's satisfaction, the City agrees to pay the Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid and/or lump sum price on the Bid Form. Any progress payments made must be in accordance with the General Terms and Conditions as stated in the Contract Documents and final payment will be made within 60 days after final inspection and acceptance of the work.

SECTION 5 - CONTRACT ADMINISTRATOR IS: Thyra Ryden-Diaz or designee.

IN WITNESS WHEREOF, 3 identical counterparts of this contract, each of which are for all purposes considered an original, have been duly executed by the parties on the date and year first above written.

CITY OF SCOTTSDALE

By: _____
W.J. "Jim" Lane, Mayor

ATTEST:

BY: _____
Carolyn Jagger, City Clerk

CONTRACTOR:

_____
(company name)

_____
(address)

_____
(city, state, zip)

_____
(printed name/title)

By: _____
(signature of authorized representative)

REVIEWED:

_____
Katherine Callaway
Risk Management Director

_____
James Flanagan
Purchasing Director

_____
(type name)
Contract Administrator

APPROVED AS TO FORM:

_____
Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

SAMPLE

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), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the _____ day of _____, 201__ for Bid No. 16PB020, Project No. TB66A/TB66B, SHEA TUNNEL ACCESS SHARED USE PATHWAY, 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 Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

WITNESS our hands the _____ day of _____, 201__

_____
PRINCIPAL

_____
BY:

_____
SURETY (SEAL)

_____
AGENCY OF RECORD

_____
AGENCY ADDRESS

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 Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona, in the amount of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale dated the _____ day of _____, 201__ for Bid No. 16PB020, Project No. TB66A/TB66B, SHEA TUNNEL ACCESS SHARED USE PATHWAY, 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 Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains 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, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.
The prevailing party in a suit on this bond shall be recover as a part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 201__

_____
PRINCIPAL

_____
BY:

_____
SURETY (SEAL)

_____
AGENCY OF RECORD

_____
AGENCY ADDRESS

NOTICE TO PROCEED

PROJECT NAME: SHEA TUNNEL ACCESS SHARED USE PATHWAY

BID NUMBER: 16PB020 **COS PROJECT NUMBER: TB66A/TB66B**

ADOT TRACS Project No. 0000MA SCT SZ16101C/01D Federal Project No. SCT-0(226)D

Date

TO:

In accordance with the Contract dated _____, 201__, you are hereby notified to commence work on _____, 201__ and you are to complete the WORK within one hundred and eighty consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 201__. Official time extensions thereto shall be considered and authorized in strict conformance with General Conditions or M.A.G. Standard Specifications.

CITY OF SCOTTSDALE

ISSUED BY: _____
(staff name)
(staff title)

REVIEWED BY: _____
(contract administrator name)
Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

BY: _____ _____
Signature of Authorized Representative Printed Name/Title

Subscribed and sworn to before me this _____ day of _____ 201__

_____ _____
NOTARY PUBLIC My Commission Expires

SAMPLE

AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

PROJECT NAME: SHEA TUNNEL ACCESS SHARED USE PATHWAY

BID NUMBER: 16PB020 **COS PROJECT NUMBER: TB66A/TB66B**

ADOT TRACS Project No. 0000MA SCT SZ16101C/01D **Federal Project No. SCT-0(226)D**

To the City of Scottsdale, Arizona

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 total consideration of $_____, including the final pay estimate of $_____, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to defend, indemnify and hold harmless the City of Scottsdale against any and all liens, claims of liens, suits, action, 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 project construction items and/or services.

Signed and dated this _____ day of _____ 201__.

_____
CONTRACTOR

_____
BY:

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ___ day of _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

SAMPLE

CONTRACTOR'S NOTICE OF
FINAL PAY ESTIMATE

PROJECT NAME: SHEA TUNNEL ACCESS SHARED USE PATHWAY

BID NUMBER: 16PB020 **COS PROJECT NUMBER: TB66A/TB66B**

ADOT TRACS Project No. 0000MA SCT SZ16101C/01D **Federal Project No. SCT-0(226)D**

To the City of Scottsdale

This notice confirms acceptance by Contractor of final contract payment in the amount of $_____ which represents the balance due for subject project. This amount includes payment for all retentions held and adjusted final quantities.

TOTAL CONTRACT AMOUNT, including final pay estimate: $_____.

Signed and dated this _____ day of _____ 201__.

BY: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

SAMPLE

CONTRACTOR'S NOTICE OF
FINAL ACCEPTANCE

PROJECT NAME: SHEA TUNNEL ACCESS SHARED USE PATHWAY

BID NUMBER: 16PB020 **COS PROJECT NUMBER: TB66A/TB66B**

ADOT TRACS Project No. 0000MA SCT SZ16101C/01D **Federal Project No. SCT-0(226)D**

CONTRACTOR NAME:

FINAL CONTRACT AMOUNT:

Construction on the above project was completed on _____ and on _____ a final inspection was made of the subject improvements by this office. The work substantially conforms to the approved plans and specifications. We, therefore, accept those portions within the public right-of-way into our system for maintenance.

Approved By:

_____
Contract Administrator

_____
Construction Coordinator

cc: City Clerk
Accounting Director
Risk Management Director
Tax Audit Manager
Purchasing Director
Other:

SAMPLE

INVITATION FOR BID 16PB020

SHEA TUNNEL ACCESS SHARED USE PATHWAY

GENERAL PROVISIONS/SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS

SPECIAL PROVISIONS
TECHNICAL SPECIFICATIONS

City of Scottsdale

SHEA TUNNEL ACCESS SHARED USE PATHWAY
Shea Boulevard to Cap Canal

Federal Aid Project No.: SCT-0(226)D
ADOT Project No.: 0000 MA SCT SZ161 01C/01D
COS Bid No.: 16BP020

Prepared by
URS Corporation
7720 North 16th Street, Suite 100
Phoenix, AZ 85020

Professional Engineer Seals:

This book of specifications and related contact documents represents the combined efforts of the following firms:

AECOM (Pathway, Drainage, Structures, Signing & Pavement Markings, Traffic Control)

Expires 12/31/2018

J2 Engineering & Environmental Design (Erosion Control, Hardscape and Landscape, and Irrigation)

Expires: 9/30/2017

Wright Engineering (Electrical)

Expires 3-31-17

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1. GENERAL

This proposed shared use path project is located in the City of Scottsdale, Maricopa County, Arizona near 124th Street and Shea Boulevard. The project limits extend from the northeast corner of 124th Street and Central Arizona Project (CAP) canal to the northeast corner of 124th Street and Shea Boulevard. The project will provide non-motorized access to the existing Shea Boulevard concrete box culvert (Shea tunnel) beneath Shea Boulevard, which is approximately 300 feet east of 124th Street.

The proposed work consists of constructing a shared use path and trail that is approximately 3,800 feet long and varies in width from 6 feet to 18 feet, a culvert crossing at the wash south of Shea Boulevard, retaining walls along the north side of Shea Boulevard, additional lighting in the existing Shea tunnel, landscaping, and removals, and trail signage.

A geotechnical investigation of the project area has been prepared and is attached. The contractor shall be responsible for determining the validity of the investigation along with the conclusions or interpretations drawn from the report. Additional borings or testing may be requested by the City of Scottsdale, but shall be arranged and scheduled by the contractor, and shall be at the expense of the contractor.

The following items are non-payment items being considered included in the cost of the project, the costs of which are to be included in project overhead or within a specific bid item. No separate payment will be made for any item that is not specifically set forth in the bid proposal. All costs shall be included in the prices named in the bid proposal for the various identified items of work. There will be no compensation for hard dig conditions including, but not limited to, caliche, tree roots, concrete, or rocks.

Payment for construction, modification, maintenance, removal and restoration of all access and storage facilities shall be included in the price of bid items for work where access facilities are required.

Any work shown on the plans or implied that is not included in a bid item shall be included in the cost of the project.

2. SPECIFICATION

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

City of Scottsdale (www.scottsdaleaz.gov/design):

- 2015 Supplement to MAG Uniform Specifications for Public Works Construction
- Standard Detail Drawings, 2015-Revision
- Traffic Signals – Special Requirements
- Design Standards and Policy Manual

Maricopa Association of Governments (MAG) (www.mag.maricopa.gov/publications.cms):

- 2015 Uniform Standard Specification for Public Works Construction
- 2015 Uniform Standard Details for Public Works Construction

Arizona Department of Transportation (ADOT), Engineering Records Publications, 1655 W Jackson Street, Room 175, Phoenix, Arizona 85007, Phone: 602-712-8216

- Standard Specifications for Road and Bridge Construction, Edition of 2008 (Publication #31-066)
- Intermodal Transportation Division, Construction Standard Drawings, listed in the project plans
- Traffic Group, Traffic Signal and Lighting Standard Drawings

City of Phoenix (www.phoenix.gov/STREETS/tbm07cov.pdf):

- Street Transportation Department Traffic Barricade Manual (Latest Edition)

Federal Highway Administration (FHWA) (www.mutcd.fhwa.dot.gov)

- Manual on Uniform Traffic Control Devices, 2009 edition

In the event of conflicting information provided by any of the references named above, the following rank order of resolution shall be enforced:

1. These special provisions,
2. City of Scottsdale Supplements to MAG including specifications, details and City of Scottsdale Design Standards and Policy Manual,
3. Construction Plans,
4. Uniform Standard Specifications for Public Works Construction with revisions through 2012 sponsored and distributed by the Maricopa Association of Governments (MAG) Arizona along with the MAG Uniform Standard Details,
5. 2008 Standard Specifications for Road and Bridge Construction, ADOT
6. Written direction from the City of Scottsdale, the Engineer, or their authorized representative.

If this document and any of the documents listed above are in conflict, then the most stringent requirement shall apply.

The information written into these special provisions will:

1. Describe any special or unusual conditions,
2. Explain details of the work not covered in the MAG Specifications and Details or the City of Scottsdale supplements thereto,
3. Relate certain work to specific bid items or payment quantities,
4. Contain the specifications and/or requirements of utility companies affected or included within the drawings and specifications of this project.

3. CONTRACTOR MITIGATION RESPONSIBILITES

These mitigation measures are not subject to change without written approval from the Federal Highway Administration.

- The contractor shall develop a Noxious and Invasive Plant Species Treatment and Control Plan in accordance with the requirements in the contract documents. Plants to be controlled shall include those listed in the State and Federal Noxious Weed and the State Invasive Species list in accordance with State and Federal Laws and Executive Orders. The plan and associated treatments shall include all areas within the project right of way and easements as shown on the project plans. The treatment and control plan shall be submitted to the City of Scottsdale for review and approval prior to implementation by the contractor.
- Prior to the start of ground-disturbing activities, the contractor shall arrange for and perform the control of noxious and invasive species in the project area.
- To prevent the introduction of invasive species seeds, the contractor shall inspect all earthmoving and hauling equipment at the equipment storage facility and the equipment shall be washed prior to entering the construction site.
- To prevent invasive species seeds from leaving the site, the contractor shall inspect all construction equipment and remove all attached plant/vegetation and soil/mud debris prior to leaving the construction site.
- All disturbed soils not paved that will not be landscaped or otherwise permanently stabilized by construction shall be seeded using species native to the project vicinity.
- If vegetation clearing will occur during the migratory bird breeding season (March 1- August 31), the contractor shall avoid any active bird nests. If the active nests cannot be avoided, the contractor shall notify the City of Scottsdale Project Manager to evaluate the situation. During the non-breeding season (September 1- February 28) vegetation removal is not subject to this restriction.
- The contractor shall comply with all terms and conditions of the attached Section 404 Nationwide Permit 14 and Nationwide Permit 6 as established by the U.S. Army Corps of Engineers.
- The contractor shall comply with all terms and conditions of the Conditional Section 401 Water Quality Certification certified by the Arizona Department of Environmental Quality.
- The contractor shall develop a Stormwater Pollution Prevention Plan, Notice of Intent, and Notice of Termination, and submit it to the City of Scottsdale Engineer for approval
- The contractor, upon approval from the City of Scottsdale Engineer, shall submit the Stormwater Pollution Prevention Plan's Notice of Intent, and Notice of Termination to the Arizona Department of Environmental Quality.
- This project is located within a designated municipal separate storm sewer system. Therefore, the contractor shall send a copy of the Notice of Intent and Notice of Termination to the City of Scottsdale Stormwater and Floodplain Management Department.
- If previously unidentified cultural resources are encountered during activity related to the construction of the project, the contractor shall stop work

immediately at that location notify the City of Scottsdale Engineer and shall take all reasonable steps to secure the preservation of those resources. The Engineer will contact the Arizona Department of Transportation Environmental Planning Group, Historic Preservation Team, (602.712.8636 or 602.712.7767) immediately, and make arrangements for proper treatment of those resources.

- The contractor shall notify their employees prior any disturbance where lead is present in the paint below the 0.5 percent US Department of Housing and Urban Development/US Environmental Protection Agency action levels, but above the US Department of Labor Occupational Safety and Health Administration detection level. As part of the notification, the contractor shall make the US Department of Labor Occupational Safety and Health Administration publication number 3142-09R 2003 Lead in Construction (http://www.osha.gov/Publications/osha3142.pdf) available to workers.
- The contractor shall comply with all local air quality and dust control rules, regulations and ordinances which apply to any work performed pursuant to the contract.
- If suspected hazardous materials are encountered during construction, work shall cease at that location and the City of Scottsdale Engineer will be notified immediately to make arrangements for proper treatment or disposal of those materials.
- Access to adjacent businesses and residences will be maintained throughout construction.

4. CONTROL OF MATERIALS

General: Conform to the requirements of MAG Sec. 106 except as modified herein.
The contractor must comply with 49 U.S.C. 53230 and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in federal-funded projects are produced in the United States, unless a waiver has been granted by the federal Highway Administration (FHWA) or the product is subject to a general waiver. Certificates of Compliance and Certificates of Analysis for cement shall conform to the following requirements and shall additionally identify whether the cement is foreign or domestic.

All manufacturing processes to produce steel products used on this project shall occur in the United States. 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 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 Certificates of Compliance which state that steel products utilized on the project meet the requirements specified. The Certificates of Compliance shall also certify that all manufacturing processes to produce steel products, and any application of a coating to iron or steel, occurred in the United States.

5. LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

General: Section 107.2.1 of COS Supplement to the MAG Standard Specification is modified to add:

(A) General requirements:

The plans may include preliminary erosion control measures and additional information to be included in the project's Storm Water Pollution Plan (SWPPP). The contractor shall prepare and finalize the SWPPP before submitting a Notice of Intent (NOI) to ADEQ. Except for the NOI, all signatures required of the contractor by the AZPDES Construction General Permit (CGP), including those required for the NOT, SWPPP, and inspection reports, shall be provided by a duly authorized representative of the contractor, as defined in Part VIII.J.2 of said permit.

Signature of the NOI shall be by a responsible corporate officer, as defined in Part VIII.J.1 of the CGP.

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

(B) Submittals:

The contactor shall submit two copies of the SWPPP, including all information specified herein, to the Construction Coordinator at the pre-construction conference, if possible, for approval.

Submission of the contractor's NOI shall certify that the contractor and its subcontractors have read and will comply with all provisions of the project specific SWPPP and the (current) ADEQ Arizona Pollutant Discharge from ADEQ has been issued to the contractor, and a copy has been provided to the Engineer.

(C) Contractor's Responsibilities:

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

The contractor shall designate the erosion control coordinator as an authorized representative of the contractor in accordance with Part VIII.j.2 of the CGP. The erosion control coordinator shall be responsible for finalization and implementation of the SWPPP as well as all other applicable requirements of the CGP.
The SWPPP shall include all information required in the CGP, including a site map; identification or receiving waters and wetland impacted by the project; a list of potential pollutant sources; inspection schedule; any on-site or off-site material storage sites; additional or modified stormwater, erosion and sediment controls; procedures for maintaining temporary and permanent erosion control measures; a list of contractor's "good housekeeping practices"; and other permit requirements as stipulated in the CGP as well as other applicable state or local programs.

The contractor shall give installation of permanent erosion control measures priority over reliance on temporary measures. Permanent erosion control measures and drainage structures shall be installed as soon as possible in the construction sequencing of the project, preferably concurrent with construction of the related sub-area or drainage device. However, except as specified in Part IV, Section B.2 of the CGP and approved by the Engineer, erosion control measures shall be installed no later than 14 calendar days after construction activity has temporarily or permanently ceased of the affected sub-area.

The SWPPP shall identify and address erosion and pollution control at the on-site fueling operations, waste piles, material storage sites, concrete washout areas, and off-site dedicated asphalt and concrete plants, contractor-use areas, storage areas, and support activity locations which are used solely for the project and are covered by the CGP. The SWPPP shall accommodate all requirements for the contractor's "good housekeeping" procedures. In addition, the SWPPP shall specifically identify the erosion control measures proposed by the contractor during any vegetation removal and salvaging phases of the project.

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

Contractors and subcontractors responsible for implementing all or portions of the SWPPP shall be listed in the SWPPP, along with the measures for which they are responsible.

Within 10 calendar days from the SWPPP submittal, the Construction Coordinator will review the contractor's SWPPP; the contractor will include any additional revisions directed by the Construction Coordinator. The finalized SWPPP shall meet the terms and conditions of the CGP and be compatible with construction. Upon approval of the SWPPP, the contractor shall file an NOI.

No clearing, grubbing, earthwork or other related work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been approved, the NOI completed and filed, copies of the NOI and Authorization to Discharge from ADEQ provided to the Engineer, and the SWPPP implemented. The contactor shall post the ADEQ Authorization Number in a conspicuous location, near the construction entrance or construction yard, whichever, is more visible to the public.
The contractor shall give attention to the effect of the contractor's operations upon the landscape, and shall take care to maintain natural surroundings undamaged and keep all operations within the project limits as defined on the plans.

The contractor shall maintain all related erosion control elements in proper working order throughout the project. Work under this section also includes inspections, record-keeping, and implementation of "good housekeeping". If existing erosion and sediment control measures (BMPs) need to be repaired, modified, or increased, implementation shall be completed within 7 calendar days of before the next rain event (whichever is sooner).

The approved SWPPP shall be updated whenever a change in design, construction method, operation, maintenance procedure, or other activity may cause a significant effect on the discharge of pollutants to surface waters, or when a change is proposed to the personnel responsible for implementing any portion of the SWPPP. The SWPPP shall also be amended if inspections indicate that the SWPPP is ineffective in eliminating or significantly reducing pollutants in the discharges from the construction site. All necessary modifications to the SWPPP shall be made within seven calendar days following the inspection that revealed the deficiency.

The contractor's erosion control coordinator shall maintain the SWPPP along with the completed inspection forms and other AZPDES records in a three-ring binder. The erosion control coordinator shall maintain a current copy of the SWPPP, including all associated records and forms, at the job site from the time construction begins until completion of the project. The SWPPP shall be available for public inspection and for use by the Construction Coordinator. The contractor's erosion control coordinator shall provide copies of any amendments, inspection forms and all data used to complete the NOI and Notice of Termination (NOT) to the Construction Coordinator throughout the project. The contractor shall retain its own records for a period of at least three years from the filing of the contractor's NOT.

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

6. MOTOR VEHICLE USE, MAINTENANCE AND REPAIRS

While operating a motor vehicle within the Project Construction Area, the contractor must at all times:

A. Enter onto and exit from the Project Construction Area at the point of reasonable access closest to the component of contractor's facilities requiring maintenance;
B. Maintain a speed not to exceed five (5) miles per hour;
C. Ensure safe and reasonable passage through or around contractor's vehicles and other repair facilities;
D. Ensure that no site of ongoing maintenance of contractor's facilities is left unattended; and
E. Refrain from accessing the Project Construction Area with a motor vehicle except when necessary to effectuate maintenance of contractor's facilities.

7. CENTRAL ARIZONA PROJECT RIGHT TO INSPECT

CAP may enter any part of the Project Construction Area at all reasonable times to make an inspection thereof. During any construction, CAP may inspect all trenching, backfilling, and other related construction activity that potentially affects CAP's facilities and requires conformance with all CAP's requirements and specifications related thereto.

8. DESIGN AESTHETIC CHANGES, ALTERATIONS OR SUBSTITUTIONS

The contractor shall obtain approval from the Engineer prior to implementation of any proposed change, alteration, or substitution that may affect the original design intent of the project, as determined by the City of Scottsdale.
The contractor shall direct all requests for any change, alteration, or substitution to the Engineer and will receive approval or denial for any such request directly from the Engineer.

The contractor shall be held accountable and liable for any change, alteration, or substitution made or implemented without obtaining prior approval.

Examples of design-aesthetic changes, alterations or substitutions shall include, but not be limited to the following:

A. Granite mulch, decomposed granite and rock mulch –color, size and shape.
B. Plants –variety, species, type, structure, size, layout, location and quantity.
C. Irrigation components –specified type, size, layout, location, and quantity.
D. Paint or stain –type, texture, color, shade quality and hue.
E. Site Components – (Colored concrete walls, colored sidewalk) –specified type, size, color, layout, location and quantity.

9. SAW CUTTING

Saw cuts at points abutting existing pavements may be required. This shall include existing bituminous pavement and Portland cement concrete pavement of streets, driveways, and sidewalks where new construction shall match the grade of existing surfaces that are to remain where called for on the project plans or where designated by the Engineer.

Existing pavements, which are to be matched by pavement widening or pavement extension, shall be trimmed to a neat true line with straight vertical edges free from irregularities with a saw specifically designed for this purpose. No wheel cutting will be allowed. Pavement cuts shall be full depth for AC pavements and PCCP.

The existing pavement shall be cut and trimmed after placement of the required aggregate base course and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coat of asphalt cement or emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements.

Portland cement concrete designated to remain that is damaged by saw cutting shall be removed and replaced at the contractor's expense.

No measurement or payment will be made for saw cuts. Costs shall be considered as included in related contract items.

10. POWER LINES

The project has a network of underground and overhead power lines. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State and local laws and regulations including but not limited to:
Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21 through .32).
Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41 through .45)

The Occupational Safety and Health Administration.

The contractor shall maintain at least one direction of access to all SRP and APS facilities in the project area.

11. PEDESTRIAN ACCESS

The contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely useable at all times. Such

measures as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used.

The Contractor shall submit a traffic control plan to the City of Scottsdale prior to starting work.

“PATH CLOSED” signs shall be installed 500 feet in advance of the contractor’s activities or as directed by the Engineer.

No specific measurement or payment will be made for this work, the cost being considered as included in Traffic Control.

12. TREE REMOVAL

All tree removal shall conform to MAG Section 201.

13. LANDSCAPE MATERIAL

General: Conform to the requirements of MAG Sec. 795 Landscape Material except as modified herein. ADD: Paragraph 795.8.5

A. Water:
    1. Water shall be potable. It shall be obtained from project site or from the irrigation system installed from this Project or as directed by the Owner.

Paragraph 795.8.10

B. Herbicides and Insecticides:
    1. Herbicides and insecticides shall be used only with the prior approval of the Engineer.
    2. Areas disturbed by construction shall be treated with a commercial pre-emergent herbicide as approved for use by the State Agricultural Department, applied at maximum manufacturer’s approved rates. Material shall be applied to ground prior to final acceptance. All chemicals applied to the soil must be applied and monitored by qualified personnel. All application rates must be closely monitored to avoid overspray to the soil.

14. TEMPORARY CONSTRUCTION FENCING

The contractor shall provide safety construction fencing around all open trenches, excavations and path construction during all non-working hours.

The contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress.

Fencing shall be securely attached to approved steel posts located six feet on centers, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient

weight and rigidity to adequately span a maximum supporting post separation of six feet.

The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. Fencing shall not create sight distance restrictions. At all times when construction is not in progress, the contractor shall be responsible for maintain the fence in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavating or trenching required for the execution of proposed work, the contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing.
Privacy screening shall be provided when called for on the plans or as required by the Engineer. Privacy screening shall be a woven panel that is approved for use in construction zones and shall be securely attached to construction fencing.

No separate measurement or payment will be made for Temporary Construction Fencing or Privacy Screen, the cost being considered included in Traffic Control.

15. TEMPORARY SHORING

During construction, the contractor shall design, construct and then remove temporary excavation support systems (shoring) as required to stay within the existing City of Scottsdale easement and by CAP, for the protection of workers and for protection of existing utilities and items shown on the plans as to be protected in place or to remain. Shoring shall be constructed in accordance with Section 203.2 of the ADOT Standard Specifications and shall remain in-place until such time as the new construction is complete and shoring is no longer required.

Shoring shall conform to the design and construction specifications listed on the project plans and as specified herein. The contractor shall submit a plan outlining construction procedures and the shoring design to the Engineer for review and approval prior to proceeding with work. Shoring plans shall be prepared in accordance with the requirements of ADOT Subsection 105.03 and bear the seal and signature of a licensed Professional Civil or Structural Engineer, registered in the State of Arizona, and experienced in this type of work.

No measurement or payment will be made for the design, construction, or removal of temporary excavation support systems, the work being considered as included in the unit bid price for related contract items.

16. PLANS AND SHOP DRAWINGS (SUBMITTALS)

General: Conform to the requirements of MAG Standard Specifications Section 105.2 except as noted herein.

The contract shall submit a list of all anticipated submittals with anticipated submittal dates to the City of Scottsdale prior to the preconstruction conference meeting.
Materials: The contractor shall furnish copies to the Engineer of the product data, material certificates, mix designs and shop drawings in sufficient detail to show complete compliance with all specified requirements, including but not limited to the following:

Product Data:

- Pipes and appurtenances
- All irrigation components
- All lighting components
- Paint

Certificates:

- Piping materials
- Steel

Mix Designs:

- Portland cement concrete
- Asphalt concrete

The mix designs shall directly compare the proposed mix components and properties with those of the referenced standard mix.

Shop Drawings:

- Sequence of construction details
- Traffic control plans-haul routes
- Utility protection plans
- Reinforced steel-bending and layout
- Details of non-standardized structures
- Falsework
- Steel Fabrication Details
- Shoring
- Handrail
- Gabion Walls

Shop drawings shall include the name of the project, project number, date prepared, name of the Preparer, Contractor, and Subcontractor, if applicable. All dimensions and identification of products and materials included, along with notation of any coordination requirements and established field dimensions/measurements/verifications shall be clearly shown or noted.

Drawings of minor or incidental fabricated material and/or equipment may not be required by the City of Scottsdale. The contractor shall furnish the City tabulated lists of such fabrications, showing the names of the manufacturers and catalog numbers,

together with samples of general data as may be required to permit determination by the City as to their acceptability for incorporation into the work.

Samples:
Decomposed Granite

Samples shall be representative of the materials to be incorporated into the project and submitted in sufficient quantity to permit evaluation and/or comparison. Samples shall be approved by the Engineer.

Distribution and Review: The contractor shall anticipate and schedule for a two week review period by the City of Scottsdale and/or its designee during which time will either approve, disapprove, or request modifications. The latter two will require resubmittal of the material and a subsequent additional review period. This process shall be repeated until all submitted materials have been approved.

Shop drawings shall be on sheets in standard size increments between 8 ½ x 11 and 24 x 36. All drawings shall indicate the name of the job, the City job number, date, names of the Contractor, Subcontractor and Preparer, and the date of approval by the contractor. All other data, certificates or mix design reports shall be presented on 8 ½ x 11 format, or as provided by the Supplier/Manufacturer.

Six contractor approved copies along with a letter of transmittal shall be delivered to the City's Contract Administer. The contractor shall first review all submitted data for compliance with specification and job requirements. Any contractor comments, recommendations, etc. shall be clearly noted on the submitted data. The contractor shall provide all submittal material far enough in advance of scheduled need to allow for the noted City review time. The City will not consider time extension requests or delay/damage/inefficiency claims/etc. resulting from the contractor failing to properly schedule submittals.

If the submittal is acceptable, three copies will be stamped approved, dated, initialed by the Reviewer, and returned to the contractor.

If submittal requires corrections or is rejected, three copies along with an explanation of the outstanding concerns will be returned to the contractor for revision and the subsequent resubmittal as described above.

Resubmittal of any required corrections shall be made within ten working days.
Contract Documents: Approved drawings, data, mixes and certificates as they are returned to the contractor will become portion of the Contract Documents.

17. COOPERATION WITH UTILITIES

General: Conform to the requirements of MAG Sec. 105.6 and as modified herein.

The location of the underground utilities have been shown on the plans to the best of the Design Engineer's knowledge; however, it shall be the contractors responsibility to field verify all utility locations and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation may be adjusted without delay to the contractors project schedule. In addition, the City will not consider additional compensation requests from the contractor to perform any potholing, utility company coordination, etc. needed to locate/verify utility location, to adjust contract work items as necessary to avoid utility line conflict, to cooperate with utilities in adjusting schedule as needed to allow for utility company work, relocations, etc. The contractor's bid shall allow for/include the above coordination, work or adjustments based on the best available information known or provided in the contract.

The contractor shall be responsible for potholing all utility conflicts in a timely manner.

Southwest Gas Notice:

Prior to any excavations, the contractor shall call Blue Stake at (602) 263¬1100 or 811 so existing gas facilities may be accurately located. The contractor shall hand dig carefully at these marked locations until the gas pipe has been found and exposed. Use care to avoid damaging or breaking a small electrical tracer wire (which is used for locating purposes) that may be buried with the pipe.

Once mechanical trenching is in progress, do not dig within two feet of a gas pipe. This trenching shall be done by hand in order to prevent any damage to the gas pipe, In the event your contractor should "hook" or otherwise strain a gas pipe while excavating a call should be placed to 602-271-GASS (271¬4277) or (800) 528-4277.

Even though there may not be any apparent damage, the strain may have damaged the wrap, a portion of the buried pipe, or fittings at other locations, causing a leak in the surrounding area. Also, if a steel facility is exposed and the pipe coating is found to be in need of repair, please contact Southwest Gas so a crew can be dispatched to rewrap the pipe. This is a service provided by Southwest Gas at no cost to the contractor so Southwest Gas can monitor our steel facilities and minimize the possibility of corrosion.

When the excavations are complete, all exposed gas pipes should be protected. If the trench is more than 3 feet wide, the pipe must be supported in a manner which the supporting material does not damage the pipe or its protective wrapping.

Before backfilling, Southwest Gas requires both six inches of shading with sand or material free of rocks and able to pass through a 3/8 inch screen in order to provide firm support under the facility and to prevent damage to the pipe or pipe coating from the backfilling operation. Do not drop backfill directly on the exposed gas pipe. When compacting backfill, use extra care when directly over the gas pipe in order to avoid any damage.

Please be aware that there may be abandoned steel gas lines within your project limits that are potentially coated or wrapped with unidentified materials. Southwest Gas treats all steel gas lines with unidentified coating/wrapping as potentially containing asbestos. Accordingly, whenever such pipe is in direct conflict and requires removal, it must only be done by one of Southwest Gas' NESHAP certified contractors. Please contact Southwest Gas in advance to coordinate any removal.

CenturyLink Notice:

Blue staking for location of CenturyLink facilities must be completed prior to any construction. When crossing CenturyLink facilities the contractor will be required to pothole to determine the depth and maintain a minimum of 12 inch vertical and horizontal separation from the facilities. Support and protection is required for all CenturyLink facilities during construction.

Utility Contacts			
Entity	Name	Address	Contact Information
APS	Stacy Rankin	4612 E. Bell Road Station 4031 Phoenix, AZ 85032	P – 602-493-4130
Central Arizona Project	Tom Fitzgerald	23636 N. 7th Street Phoenix, AZ 85024	623-869-2209 - Office 602-292-1405 - Cell
Century Link	Karen Brown	135 W. Orion Street 1st Floor Tempe, AZ 85283	P - 480-768-4398 Karen.Brown1@CenturyLink.com
City of Scottsdale Fiber Optic	Khamchonh Ratsavong	9191 E San Salvador Dr Scottsdale, AZ 85258	P – 480-312-4347 KRatsavong@scottsdaleaz.gov
EPCOR/ Chaparral City Water Company	Josh Vig	15626 N. Del Webb Blvd. Sun City, AZ 85351	P – 623-445-2495
Cox Communications	Travis Curry	1550 W. Deer Valley Road Phoenix AZ 85027	P – 623-328-3519 Travis.Curry@cox.com
Crown Castle Solutions	Bryant Lowe	2000 Corporate Dr Canonsburg, PA 15317	P – 724-416-2193
Southwest Gas	Bernadette Smith	P.O. Box 52075 Mail Stop 42i-856 Phoenix, AZ 85072	Bernadette.Smith@swgas.com P-480-730-3857
Zayo Group	Robert L. Garcia	9830 S. 51st Ave. Suite A124 Phoenix AZ 85044	robert.garcia@zayo.com P- 623- 210- 6806

18. SEQUENCE OF WORK / CONSTRUCTION SCHEDULE

General: Shall conform to the requirements of MAG Section 108.5 except as modified herein.

The contractor shall plan construction activities between normal work hours; 7 a.m. to 5 p.m., Monday through Friday excluding national and state holidays. Any proposed weekend work must be presented to the City a minimum 1 week in advance of the anticipated work for review and approval. Contractor construction activities shall consist of 8 hour work days; any work over 8 hours by an individual on any day shall be considered overtime. Work outside these hours is permissible provided a construction schedule has been prepared, submitted to and found acceptable to the City of Scottsdale. The schedule has been prepared, submitted to be performed, including the location and duration of planned activities. Submittals shall be made a minimum of seven days prior to the planned work to allow sufficient time for the City to review the request and schedule any necessary inspections. The contractor shall be responsible for payment for all overtime and off-hours inspection and testing services that occur outside the normal and excepted working hours indicated above.

Sequence: All underground work must be completed to the satisfaction of the Engineer prior to the start of any work, unless the contractor can provide a sequence of work schedule and traffic control plan which will demonstrate, to the satisfaction of the City, that neither traffic safety nor contractor operations will be adversely impacted. The Engineer shall have total discretion and authority to accept or reject the contractor's proposed sequence of work schedule and traffic control plan.

Contractor's construction schedule: MAG Section 108.4 shall be modified to add:
The contractor shall be responsible for planning, scheduling and reporting the progress of the work as to ensure timely completion of the work called for in the contract.

A. The schedule shall be time-scaled in calendar days. All activities shall be plotted on their early start and finish dates.
B. The schedule shall show the order and interdependence of activities and the sequence of work as reflected in the schedule report as described below. The critical activities shall be prominently distinguished.
C. The schedule shall include, in addition to all construction activities, such tasks as mobilization, demobilization, submittal and approval of samples of materials and shop drawings, procurement of significant materials and equipment, and fabrication of special items, as well as, installation and testing; and interfacing with other projects/contractors/utility companies, etc.

No direct measurement or payment will be made for contractor costs relating to preparation and submission of schedules and reports and revisions thereto.

Failure of the contractor to comply with the requirements of this section will be grounds for withholding an additional 10 percent of the monthly progress payment. Additional

money withheld will be paid upon compliance to the contractor on the next scheduled monthly progress payment.

19. PERMITS

General: Text in MAG Section 107.2 shall be deleted and the following inserted:
It shall be the responsibility of the contractor to obtain and provide payment for all required permits for construction, dust control, relocation of native plants, erection of signs, etc. The contractor shall be responsible for identifying all permits that are necessary for the project.

The contractor shall be responsible for securing and payment for any necessary hydrant meters including deposits and all fees for water usage.

Through fees have been waived for shutdown and miscellaneous charges for City services, the contractor shall be responsible coordinating with the City on work associated with water main shut down or miscellaneous charges. Contact City of Scottsdale One-Stop Shop for a schedule of the available services.

A special grading permit at the contractor's expense will be required when using spoils to fill private property. No grading will be allowed until a Grading and Drainage Plan had been approved by the City.

All haul routes for removals, excavation and dirt moving must be approved by the City of Scottsdale prior to commencement of operations.

This project is subject to the Maricopa County Air Pollution Control Regulations. The contractor shall comply with the provisions of Scottsdale MAG Supplemental MAG Specification Subsection 107.2.2.

This project is subject to National Pollutant Discharge Elimination System (NPDES) stormwater requirements for construction sites under the Environmental Protection Agency (EPA) General Permit for Arizona. City of Scottsdale Supplemental MAG Specification Subsection 107.2.1 shall apply.

20. PRECONSTRUCTION CONFERENCE / WEEKLY MEETINGS

Preconstruction Conference: The contractor and all subcontractors shall attend a preconstruction conference meeting at a time and location designated by the Engineer. The Contractor shall be prepared and ready to present to the Engineer all required schedules, plans, etc. as described elsewhere in these special provisions and within the MAG Standard Specifications.

Weekly Meetings: The contractor shall plan for and attend weekly meetings with the City at a location and designated time determined by the Engineer. The contractor shall include in the construction schedule adequate time for weekly construction meetings.

The contractor shall take notes at the meetings. The notes shall be furnished to the Engineer in the form of minutes within two working days. The minutes shall address action items and the responsible parties. The Engineer shall review and approve all minutes.

21. QUALITY CONTROL & QUALITY ASSURANCE

Description: The work under this section shall include the furnishing of all materials, personnel, and equipment necessary to provide acceptable quality control in the production, handling, and placement of all materials per MAG Uniform Standard Specifications Section 106 and these special provisions. Contractor shall make arrangements to accommodate up to 3 testing agencies for any given sample/test taken to correlate results. City will, when necessary, provide Quality Assurance and/or Independent Assurance testing agencies to supplement Contractor Quality Control testing agency. The City's Quality Assurance results shall determine final acceptance of work performed.

Measurement and Payment: Contractor Quality Control shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor shall be required to provide an approved Quality Control Sample Checklist outlining the required testing and percentage of the contractor quality control work, in which this checklist shall be the basis on which monthly progress payments shall be made. The Quality Control Sample Checklist shall be subject to periodic review, at the request of either party, if the actual progress lags or accelerates, the percentage may be revised to reflect changes of the overall progress of the project. When approved, the revised Checklist will become the basis for payment for subsequent monthly progress payments.

Section 106 – Control of Material:

106.2 General: the second, third, and fourth paragraphs of the MAG Uniform Standard Specifications Section 106 are revised to read:

Any laboratory performing quality control sampling and testing for the City of Scottsdale project shall be open to unrestricted access for inspection and review by the Engineer. Sampling and testing of materials shall be in accordance with the requirements of:

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

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

Unless otherwise specified, whenever a reference is made to a Federal, AASHTO, or ASTM specification or test designation or to a specification or test designation of other nationally recognized organizations, it shall mean the specification or test designation in effect on the bid opening date.

106.2 General: of the MAG Uniform Standard Specifications is modified to add:

106.2(B) Contractor Quality Control:

The contractor is responsible for quality control measures necessary to provide acceptable quality in the production, handling, and placement of all materials. Specific contractor quality control requirements will be described in the applicable construction items. The Contractor shall develop a Quality Control Sample Checklist to be submitted at the Pre-Construction Meeting for review by the Engineer. The Checklist shall outline the anticipated total number of tests required for each bid item and/or each material type (concrete class, asphalt pavement, aggregate type, etc), for approval by the Engineer. The Checklist shall also be coordinated with the contractor's schedule so as to outline the anticipated number of tests to be performed each month and summarized as an estimated monthly percentage of the lump sum item. The Contractor shall not commence any work until the quality control checklist has been reviewed and approved by the City.

This Checklist will form the basis of payment as described below.

106.2(C) (1) Quality Control Laboratory:

All field and laboratory sampling and testing shall be personnel for a laboratory or laboratories approved by the City. The requirements for approval of laboratories are specified in the ADOT System for the Evaluation of Testing Laboratories. Approved laboratories and the test methods for which they are approved to perform, are listed in the ADOT Directory of Approved Materials Testing Laboratories. Approved test methods listed in the ADOT Directory of Approved Materials Testing Laboratories do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. The ADOT System for the Evaluation of Testing Laboratories and the ADOT Directory of Approved Materials Testing Laboratories may be obtained from ADOT Materials Group, Quality Assurance Section, 1221 North 21st Avenue, Phoenix, Arizona 85009.

The Engineer will promptly advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or sampling and testing personnel and procedures.

106.2(C) (2) Quality Sampling and Testing Supervisor:

The contractor shall designate a Quality Sampling and Testing Supervisor(s) who is responsible to supervise the sampling and testing and who meets the requirements given in Table 106-1 for the specific material on which sampling and testing is being performed. The Quality Sampling and Testing Supervisor(s) shall be an employee of the contractor to a consultant engaged by the contractor, and may be responsible for supervising the sampling and testing on more than one project. The Quality Sampling and Testing Supervisor(s) shall be able to be at the job site within 24 hours from any point in time. Additional information regarding Quality Sampling and Testing Supervisor certification can be obtained from the ADOT Materials Group, Quality Assurance Section, 1221 North 21 St Avenue, Phoenix, Arizona 85009.

TABLE 106-1 QUALITY SAMPLING AND TESTING SUPERVISOR REQUIREMENTS	
Soils and Aggregate	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) “Field” certification plus one of (a) through (g) below.	Arizona Technical Testing Institute (ATTI) “Laboratory Soils/Aggregate” certification plus one of (a) through (g) below.
Asphaltic Concrete	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) “Field” certification plus one of (a) through (g) below.	Arizona Technical Testing Institute (ATTI) "Asphalt" certification plus one of (a) through (g) below.
Concrete	
Field	Laboratory
American Concrete Institute (ACI) “Concrete Field Testing Technician Grade I” certification plus one of (a) through (g) below.	American Concrete Institute (ACI) “Concrete Strength Testing Technician” certification plus one of (a) through (g) below.
(a) Professional Engineer, registered in the State of Arizona, with one year of highway materials sampling and testing experience acceptable to the Department.	
(b) Engineer-In-Training, certified by the State of Arizona, with two years of highway materials sampling and testing experience acceptable to the Department.	
(c) Obtained a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology, Construction, or related field acceptable to the Department; and with three years of highway materials sampling and testing experience acceptable to the Department.	
(d) Certified by the National Institute for Certification in Engineering Technologies (NICET) in the Construction Materials Testing field as an Engineering Technician (Level III) or higher in the appropriate subfield in which sampling and testing is being performed.	
(e) Certified by NICET in the Transportation Engineering Technology field as an	

Engineering Technician (Level III) or higher in the Highway Materials subfield.
(f) Certified by NICET as an Engineering Technician, or higher, in Civil Engineering Technology with five years of highway materials sampling and testing experience acceptable to the Department.
(g) An individual with eight years of highway materials sampling and testing and construction experience acceptable to the Department.

106.2(C) (3) Quality Sampling and Testing Technician:

Quality Sampling and Testing Technicians who perform the actual sampling and testing shall meet the requirements given in Table 106-2 for the specific material on which sampling and testing is being performed. Quality Sampling and Testing Technicians shall be employees of the Quality Control Laboratory and be supervised by a qualified Quality Sampling and Testing Supervisor for the specific material on which sampling and testing is being performed. Additional information regarding Quality Sampling and Testing Technician certification can be obtained from the ADOT Materials Group, Quality Assurance Section, 1221 North 21st Avenue, Phoenix, Arizona 85009.

TABLE 106-2 QUALITY SAMPLING AND TESTING TECHNICIAN REQUIREMENTS	
Soils and Aggregate	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) “Field” certification.	Arizona Technical Testing Institute (ATTI) “Laboratory Soils/Aggregate” certification.
Asphaltic Concrete	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) “Field” certification.	Arizona Technical Testing Institute (ATTI) "Asphalt" Certification.
Concrete	
Field	Laboratory
American Concrete Institute (ACI) “Concrete Field Testing Technician Grade I” certification.	American Concrete Institute (ACI) “Concrete Strength Testing Technician” certification.

106.2(C) (4) Records:

The Quality Control Laboratory shall maintain all sampling and testing records and supporting documentation used in the preparation of the Weekly Quality Control Report. The Contractor shall review those records and shall make those records and supporting documentation available to the City for review and copying as desired.

106.2(C) (5) Weekly Quality Control Reports:

The Contractor shall submit Weekly Quality Control Reports to the Engineer and the Engineers Quality Assurance representatives. The weekly reports shall state the types of work, such as earthwork, subgrade Portland cement concrete, or asphaltic concrete,

which have been performed during the report period, and shall also include the process control measures taken to assure quality. The weekly report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and any other information relevant to quality control. Although hand-written documentation can be included, the quality control report narrative, sample identification information, results for tests and any retests and corrective actions shall be typed to ensure the City can make clear reproductions of the documents. The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. Reports not submitted by the above-referenced deadline shall be considered delinquent, and may result in monies deducted from the Contractor's monthly estimate, at the discretion of the Engineer, at a rate of $500.00 per occurrence.

22. FEDERAL AID CONTRACT REQUIREMENTS

This project is partially funded with Federal Aid funds, which for this project, the funding is from the Federal Government to be used for transportation purposes. Since this project includes Federal-Aid funding, certain Federal-Aid Contract Requirements are included within these Specifications. The Contractor shall comply with all the Federal-Aid Contract Requirements at no additional cost to the City.

23. JOBSITE POSTERS

The contractor shall meet all requirements for jobsite posters and notifications required by the United States Department of Labor (USDOL) and the Federal Highway Administration (FHWA).

24. PROJECT NUMBERS

All documents and official correspondence for this project shall reference the following three project numbers:

- City of Scottsdale Bid Number: 16BP020
- ADOT TRACS Number: 0000 MA SCT SZ161 01C/01D
- Federal Aid Number: SCT-0(226)D

25. BUY AMERICA

The Contractor shall comply with the current “Buy America” requirements of 23 CFR 635.410. Buy America certifications shall be submitted to the City of Scottsdale as a Shop Drawing submittal, as outlined in these Special Provisions.

26. BID ITEMS

The following bid items are numbered to correspond to the Schedule of Bid Items and are included to explain details of work not covered by applicable Standard Specifications and to relate work and pay quantities to the specific Bid Item.
Any item of work shown or implied on the plans and not covered under a bid item shall be considered incidental to the project.

ITEM 104150 PROJECT SIGNS (NEW)

Description:

Four project signs, approximately 4 ft. x 4 ft. in size, will be furnished and installed by the contractor, at the location designated by the Engineer.

The stationary signs shall include: names of authorizing company and permittee, phone number for job information and as means to get a response to phone calls/message, estimated start and completion dates for project, and project description.

Materials:

The signs shall conform to the following format:

- At least 4 ft. x 4 ft. in size sign, with a minimum of 4 inch to 6 inch letters (black legends/orange background).
- Type style is to be block, sans serif, medium width stroke, no more than 50 percent condensed, and not extra bold, and not italics letters.
- Inset border with rounded corners.

The contractor shall furnish one four by four post, for each sign, of sufficient length to mount the signs 4 feet above ground level and anchored 2 feet into the ground. The posts shall be pressure treated while wood painted with two coats of Navajo White acrylic enamel exterior paint prior to attaching them to the sign.

Construction Requirements:

The contractor shall maintain the signs for the duration of the project.

At the completion of the project, the signs will become the property of the City and will be carefully removed by the contractor and delivered to Transportation Maintenance, at the City Corporation Yard, 9191 E. San Salvador Drive.

Method of Measurement:

Signs will be measured per each sign.

Basis of Payment:

Payment for the project signs will be made at the unit price per each, as shown on the Schedule of Bid Items, and shall be considered full compensation for all materials, equipment, labor, and appurtenances to complete the work as described and specified herein.

ITEM 105801 CONSTRUCTION SURVEYING

MAG Section 105.8, Construction Stakes, Lines and Grades is deleted and the following inserted:

General:

The contractor shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points which are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona.

Staking Outline:

Prior to beginning any survey operations, the contractor shall furnish to the City Project Manager, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule which will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

Field Books:

The contractor shall furnish field books to be used for recording survey data and field notes. These books shall be available for inspection by the City at any time and shall become the property of the City upon completion of the work.

Survey Control Verification:

A. Control Points (horizontal and vertical) – The existence and location of all survey monuments, bench marks and control points shall be verified prior to demolition or construction activity. Immediately notify the City of Scottsdale Project Manager when location discrepancies greater than two-hundredths (0.02) foot horizontal or one-hundredth (0.01) foot vertical are found. All datum shall be City of Scottsdale.

B. Control Lines – Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc. shall be established and referenced prior to construction.
C. Temporary Bench Marks – Temporary bench marks shall be established and referenced at this time.

Note:

The contractor shall be responsible for the restoration in accordance with local government requirements of all existing survey monuments disturbed by construction. This will include section and quarter section corners, property corners, and right of way markers that may be disturbed. Restoration of said monuments shall be accomplished by an Arizona Registered Land Surveyor in accordance with applicable State of Arizona statues at no cost to the owner.

Pre-Construction Location Survey: As a first element of work, the contractor shall verify data and datum for geometric layout and basis of bearing. All existing features which are located prior to construction shall be referenced to survey monuments along control survey lines by stationing in accordance with the construction documents and by offset distance from the control lines. All features shall be recoverable after construction. Distances measured shall be within one-hundredth (0.01) foot.

A. Survey Monuments – All survey monuments that lie within the construction area that may be disturbed shall be referenced to a specific point on at least four (4) stable objects by distance measurement. Reference objects shall be located no greater than three-hundred (300) feet from the survey monument being referenced.
B. Water and Sewer line appurtenances – Water and sewer line surface appurtenances such as manholes, valves, and cleanouts that lie within the construction area shall be located and noted on the contractors approved construction documents prior to any demolition or excavation.
C. Match Points and Removals – Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify the City of Scottsdale Project Manager when location discrepancies of connecting facilities greater than one-tenth (0.10) foot horizontal or two-hundredths (0.02) foot vertical are found.

Construction Stakes: The contractor shall set construction stakes and marks establishing lines and grades for the road work, pathways, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities and necessary appurtenances and other work as indicated in the Contract Documents and shall be responsible for their conformance with the plans and specifications.

The stakes shall be established in accordance with the following guidelines which represent the minimum standard and the contractor shall provide additional stakes and controls necessary to perform the work. The contractor shall be held responsible for the

preservation of all stakes and marks and will replace, at no additional cost to the City, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

All stakes shall have the appropriate stationing marked on the back side of the stake.

A. Curbs, Curb and Gutter, Valley Gutter:
    1) Curb and gutter shall be staked and installed prior to sidewalk construction.
    2) Cut/fill stakes for rough grade shall be set at one-hundred (100) feet intervals with cuts to the top of curb.
    3) Finish grade stakes shall be set to curb grade at twenty five (25) feet intervals, at grade breaks, angle points, transitions, returns, driveways, alley entrances, sidewalk ramps and other curb control points. The stakes shall be tracked for line on a two (2) foot offset to the back of curb.
    4) Face of curb forms shall be checked for grade at flow line prior to placing concrete where longitudinal grades are one-tenth (0.10) percent or less.
    5) Face of curb forms shall be checked for grade at gutter line prior to placing concrete for transitions form or to MAG 220 Type “A” and City of Scottsdale Type “A” curb and gutter at 30 foot intervals.
    6) Valley gutter stakes (shall be set offset five (5) feet from the centerline of the valley gutter at twenty-five (25) feet intervals, marked with cuts to the flow line of the valley gutter.
B. Sidewalk and Bike Paths:
    1) Subgrade stakes shall be set to subgrade elevation at fifty (50) feet intervals on straight sections, twenty five (25) feet intervals through vertical curves, on horizontal curves with radii of six hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at grade break lines and at edges of concrete path and at the edge of the path abutting curbs or other structures whose surface grade will not be flush with the finished path grade.
    2) Sidewalk stakes shall be set to grade on an offset and tacked for line at twenty-five (25) feet intervals at the beginning and end of horizontal and vertical curves and grade breaks.
C. Storm Sewer and Drainage: All cuts will be to the invert of the pipe, given to the nearest one-hundredth (0.1) of a foot.
    1) Stakes for storm sewer will be driven flush with the existing ground, set on an offset at fifty (50) feet intervals. Stakes will be marked with the offset and indicated cut
    2) Wyes for laterals will be marked with line only stake.
    3) Manholes shall be marked with the offset and indicated cut to top of manhole grade and inverts.
    4) Stakes for storm water inlets, two (2) per inlet, will be set on a line normal to the roadway at the center line of the inlet five (5) and ten (10) feet from the face of curb.

5) Cut sheets shall be supplied to the contract and City Inspector.

D. Retaining Walls: The contractor shall delineate the procedures and controls to be utilized in the Staking Outline.
   1) The outside face of the retaining wall will be accurately established and offset stakes shall be set at twenty-five (25) feet intervals and at each change in direction.
   2) Offset stakes shall be set for corners of footings. Stakes will be marked with the offset and indicated cut to the top of footing elevation. Forms in place will be checked for line and grade before concrete will be poured.

E. Traffic Signing: The contractor shall delineate the procedures and controls to be utilized in the Staking Outline

F. Landscaping: The contractor shall delineate the procedures and controls to be utilized in the Staking Outline

G. Pipe Culverts: All cuts will be to the invert of the pipe, given to the nearest one-hundredth (0.01) of a foot. 1.) Stakes for culverts will be driven flush with the existing ground, set on an offset at fifty (50) feet intervals. Stakes will be marked with the offset and indicated cut. 2.) Cut sheets shall be supplied to the contractor and City of Scottsdale Inspector.

Re-establishment Survey:

A. Monument locations will be marked with “straddlers” (four (4) nails with metal “shiners”) driven into the pavement, placed in pairs approximately six feet apart and opposite to each other. Lines connecting opposing pairs shall form a ninety (90) degree cross with three foot legs. The center of the cross will signify the exact location of the center of the monument to be set. Monuments will be drilled or punched after they have been set.

B. Manhole, valve box and cleanout locations shall be painted on the pavement.

Inspection and Acceptance of Work:

The City reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the City’s opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, the City will order any or all of the staking and layout work redone at no additional cost.

Measurement and Payment:

Construction surveying will be measured as a single complete item of work and paid at the lump sum price indicated on the Schedule of Bid Items, which amount shall be considered full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work shall be the basis on which monthly progress payments shall be made. This schedule shall be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis of payment.

ITEM 105820 AS-BUILTS

General:

The as-built work shall conform to the City of Phoenix Survey Section Requirements for: Staking, As-Builts, Quantity Calculations: dated January 1, 1980 or as modified herein.

The City will provide the contractor with an electronic plan-set for use in preparing final as-built. Information shall be shown on these plans in red ink, depicting the constructed dimensions, elevations, grades and materials including locations of existing underground utilities found during construction.

The contractor is responsible for printing a full size set of project drawings that shall be kept on-site and updated on a weekly basis with a red pencil or red ink to reflect any field adjustments, changes, omissions, additions, etc. as they occur on the project. The City inspector will check site as-builts on a weekly basis to insure all modified project elements have been properly recorded on the field plan set.

The contractor shall exercise care in handling the on-site plans. In the event the on-site plans are damaged or determined by the City to be unacceptable, the contractor shall replace the on-site plans. All costs incurred as the result of replacing the plans shall borne by the contractor.

All work included in the contract documents as well as changes to the contract shall be noted as correct or modified by either checking off the information if it is correct, or by drawing a neat line through the original data and writing in the correct information in red opaque ink if the information is incorrect. Unless noted otherwise below in the minimum as-built requirement section, station/offset measurements will be from construction centerline/monument line both parallel and transverse to roadway; added items or location changes shall be physically drawn at revised or new locations on the as-builts; and all measurements and stations should be to the nearest tenth of a foot.

The minimum requirements for the electronic as-built acceptance is as follows:

1) Project Drawing Quantity Notations: Any project drawing or quantity summary sheet that shows a quantity on it that is correct shall be corrected by drawing a neat line through the original quantity and typing in the correct information. When space on the drawing does not allow room to indicate the corrections, a separate table may be drawn on a separate sheet with reference on both plan sheets to the plan sheet that the table refers to or to the sheet where the table is located.
2) Existing/New Utilities: All underground infrastructure utilities, whether depicted on the project plans or not, shall be verified, corrected or added to the as-builts noting the beginning and ending station/offset location and elevation of utility relative to finished roadway grade or other identifiable ground or permanent roadway/project feature. Any electrical installation work for street lightning or power connection shall be located relative to construction centerline/monument

line or relative to back of curb and gutter (whichever is closer) including the depth of the facility.

3) Removals: Dimensions and/or other volumetric descriptions and station/offset location of all removed items.
4) Curb/Gutter/Valley Gutter: Beginning and ending station/offset location of straight curb/gutter/valley gutter, gutter runs relative to construction centerline/monument line; flow line elevation; and station/offset location of PC's and PT's.
5) Driveway/Alley Entrances: Beginning and ending station/offset including driveway wings.
6) Sidewalks and Path: Beginning and ending station/offset and any other modification necessary to incorporate or avoid existing facility conflicts.
7) Sidewalk Ramp: Curvilinear distance deviations measured along gutter flow line from curb and gutter PC/PT or other shifts/adjustment to properly align with pedestrian crosswalks or other modifications necessary to incorporate/avoid existing facility conflicts.
8) Median Island: Beginning and ending station/offset of median and straight run median widths measured from back of curbs; beginning and ending station\offset of decorative median paving; bullnose radiuses; and measured widths of median in transition sections from back of curbs in 25 foot minimum increments or to bullnose radius PT/PC (whichever is less).
9) Roadway Pavement: Beginning/ending station and measured completed roadway with from edge of pavement to edge of pavement in straight roadway section; measured completed roadway width perpendicular to construction centerline/monument line from both edges of pavement to construction centerline/monument line in curved roadway sections; and actual sawcut removal/tie-in to existing pavement locations.
10) Pipelines: When pipeline parallels the construction centerline/monument line, verify or correct the perpendicular distance between the two. When pipeline angles relative to the construction centerline/monument line or is in a curved roadway section, as-built measured straight pipe run distances, angle points, changes in size, fitting/tee locations tied-in with practical known construction centerline/monument line location or other easily verifiable permanent point. Distances between fittings are from fitting centerline. Fire hydrant and catch basin branch lines are to be shown in profile including pipe bends and collars. All project drawing pipeline cross sections and profiles are to be corrected to reflect modified pipeline locations/alignments. Station and offset location tied to a monument or to a property corner. Locations where waterlines cross curb and gutter are to be noted by station. Where waterlines run parallel to curb and gutter, note locations relative to back of curb or construction centerline/monument line (whichever is closer) including angle points and elevation.
11) Manhole/Catch Basin/Valve/Cleanout/Tee: Beginning/ending station and offset. Stationing is to commence at the downstream manhole (or as depicted on drawings) with location of tap/wye/tee/lateral locations clearly noted.

12) Landscaping and Irrigation: Note beginning and ending station/ offset / elevation including size of PVC; sleeve/ pullbox /electrical-valve/ water-service/ tap/ meter/ sprinkler/ drip-line locations.
13) Roadway Striping/Signage: Any relocated sign shall be located by station and offset from construction centerline/monument line. Any change in roadway marking is to be noted on as-builts.
14) Box Culverts and Other Structures: Station/offset distances/centerline-bearing line/finished elevations of all structure elements.
15) Shared-Use Path Lighting: Light poles are to be located by station and offset from construction centerline/monument line.
16) Linear Items. Fences, walls, ditches, etc. should be located by station/offset and tied in with a permanent point.

The as-built drawings shall be certified by an Arizona Registered Land Surveyor. Electronic as-built drawings shall be delivered to the City of Scottsdale Administrator within thirty (30) calendar days from the date of final inspection and acceptance by the City of the work completed under this contract. Work under this bid item includes transfer of all information noted by the contractor on the on-site as-built drawing set to the electronic as-built drawing set described above under Bid Item number 105820. Final payment will be made only after submitted as-builts are accepted by the City (see Measurement and Payment below).

Method of Measurement:

As-Builts will be measured as a single complete item of work and paid at the lump sum price indicated on the Schedule of Bid Items, which amount shall be considered full compensation for the work as described herein and required to clearly indicate all specific as-built information.

Basis of Payment:

Payment for survey work under this bid item will be made when City accepts the final electronic plans. Should the contractor fail to submit acceptable as-builts within the maximum 30 calendar day period noted above, the City will execute a deduct change order for 10% of the Construction As-Built bid item total from the contract (or $2,500.00, whichever is greater) for every 5 working day period that the contractor fails to provide acceptable as-builts after the 3rd submittal, the City will deduct 50% from the As-Built Bid Item total from the contract (or $10,000.00, whichever is greater) and execute a final change order noting the City's justification for penalizing the contractor for unacceptable as-built preparation.

SECTION 107.15 - EROSION CONTROL AND POLLUTION PREVENTION:

Description:

The work under this section shall include finishing, installing, maintaining, removing and disposing of temporary erosion control measures such as sediment wattles, logs, check dams, and other erosion control devices or methods as shown on the Erosion Control Plans and shall include any and all items as described in the contractor required Storm Water Pollution Prevention Plan Permit (SWPPP) and these special provisions.

The work shall also include furnishing, installing, and maintaining permanent erosion control measures such as curb inlet protection, rock protection at headwalls, cut and fill slope rock transitions, and other permanent erosion control devices or methods as shown on the erosion control plans.

Erosion controls, both temporary and permanent, shall be installed in accordance with phasing provisions in the contractor approved SWPPP and coordinated with the related construction.

All work specified in this subsection will be temporary for use during construction, unless designated by the City Engineer.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times until project acceptance by the City.

When deficiencies in the erosion control devices or other element of work listed herein are noted by inspection or other observations by the City, shall be immediately repaired or replaced as directed by the City Engineer at no additional cost to the City.

Work specified herein which is lost, destroyed, or deemed unacceptable by the City Engineer as a result of the contractor's operations shall be replaced by the Contractor at no additional cost to the City. Work specified herein which is lost or destroyed as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor and be paid for in accordance with the requirements of MAG Subsection109.4.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the Contractor, the City Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy the situation within 24 hours after receipt of such notice, the City Engineer may immediately place the erosion and/or other pollution control elements in proper condition and deduct the cost thereof from moneys due the Contractor.

Other-Pollutants Controls
The work shall include implementing controls to eliminate the discharge of pollutants, such as fuels, lubricants, bitumens, dust palliatives, raw sewage, wash water, and other harmful materials; into storm and other off-site waters. The work shall include the

implementation of spill prevention and material management controls and practices to prevent chemicals and construction material, disposal and cleanup and other pollution prevention measures as required.

Materials:

1. General

Sediment wattles shall be manufactured or constructed rolls of fiber matrix, secured with netting, and used for the purpose of controlling erosion by slowing high flow water velocity and trapping silt sediments. Netting for sediment wattles shall have a minimum durability of one year after installation, and shall be tightly secured at each end of the individual rolls.

The unit weight for wattles shall be 0.144 pounds per inch of diameter per linear foot. Sediment log unit weight shall be 0.167 pounds per inch of diameter per linear fool. The minimum weight per linear foot for sediment logs and wattles shall be determined by multiplying the specified diameter of the device by the appropriate unit weight, in pounds per inch of diameter per linear foot, as specified above.

2. Sediment Wattles

Sediment wattles shall be manufactured rolls composed of weed-free, 100-percent agricultural wheat or rice straw, or excelsior wood fiber, encased in a tube of long-term photodegradable plastic or biodegradable natural fiber netting with a maximum one-inch by one-inch grid. Sediment wattles shall have nominal diameters of 9, 12, or 20 inches, with lengths from seven to twenty-five feet, as specified on the plans. Fibers shall be evenly distributed throughout the wattle.

a. Straw Certification:

All wheat straw shall be free from noxious weeds in compliance with the standards and procedures of the Arizona Crop Improvement Association (ACIA) or the North American Weed Management Association (NAWMA). The Contractor shall provide documentation that the product containing wheat straw was manufactured solely from straw certified as free of noxious weeds by the ACIA or NAWMA. Such certification shall be provided to the City Engineer prior to delivery of the products to the project site. Products using wheat straw without such certification will not be acceptable.

3. Sediment logs:

Sediment logs shall be constructed of 100 percent curled-fiber aspen wood excelsior with interlocking barbs, and with 80 percent (+/-10 percent) of the fiber at least six inches in length. Netting shall consist of long-term degradable, open weave, plastic or natural fiber containment mesh, with maximum one-inch by one-inch grid. Mesh shall be

photodegradable or biodegradable with a life expectancy of 12 to 24 months. Sediment logs shall be twenty inches in diameter. Unless approved by the City Engineer, sediment logs shall be 10 feet (+/- 10 percent) in length. Netting at each end of sediment logs and wattles shall be secured with metal clips of knotted ends to assure fiber containment.

Sediment logs shall be installed in all channel bottoms as check dams as shown on the plans and details and as directed by the City Engineer in accordance with the manufacturer's instructions. When sediment logs are used to construct check dams, the logs placed on the ground shall be buried four to six inches deep, or as directed by the City Engineer.

Sediment logs installed in drainage channel bottoms shall be perpendicular to the flow of the water, and shall continue up the channel side slope two feet above the high water flow line. Spacing of the logs shall be as specified by the City Engineer.

4. Riprap

Riprap for rock protection at headwalls and cut and fill slope transitions designated on the plans shall be angular in shape and shall conform to the requirements of MAG Sections 701, 703, and 795. Riprap shall be in accordance with Gradation C in the table below, unless otherwise specified by the City Engineer.

Gradation C

Sieve Size	Percent Passing
3 inch	100
2 inch	50 - 75
1 inch	10 – 20

Riprap for rock protection at headwalls and cut and fill slope transitions shall be installed in accordance with the project plans and details or as directed by the City Engineer.

Rock shall be installed so as to conform to and completely cover the treatment areas shown on the plans with a uniform, cohesive rock unit. The rock shall not impede flow into the treatment area and shall be feathered at the outflow.

Accumulated debris shall be removed and disposed of by the Contractor after each rain storm, or as directed by the City Engineer.

Rock protection at headwalls and cut and fill transitions are permanent project features which shall remain in continuous service after installation and project completion.

ITEM 108000 FORCE ACCOUNT EXTRA WORK

This force account item is a general contract contingency allowance item for the purpose of providing funds to cover the costs of additional work as a result of unforeseen conditions. This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. It shall be understood that this allowance is an estimate only and is based on the history of similar projects. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. It is further understood that work under this item, if any, may be less than the allowance item. This item shall not be utilized or drawn on unless authorized in writing by the City's Construction Administrator.

All bidders shall incorporate the amount pre-entered in the bid schedule and shall reflect the same in the total amount bid for this project.

Work under this section shall be accomplished only after receiving written authorization by the City's Construction Administrator. Unforeseen extra work, if any, shall be as approved by the Engineer, for example; negotiated price, or time and material in accordance with MAG Uniform Standard Specifications section 109.4 and 109.5.

ITEM 201001 CLEARING AND GRUBBING

Description:

This work shall consist of removing objectionable material from the right-of-way, easements and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.
Existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed, shall be protected from injury or damage resulting from the Contractor's operations, see MAG Section 107.

Construction Requirements:

Prior to the start of any construction activities a limit of disturbance fence shall be installed at the location shown on the project plans. The limit of disturbance (construction work) fence shall be constructed of 4’ tall orange snow fence. The snow fence shall incorporate 3.5” x 1.5” rectangular openings. The snow fence shall be supported by metal Tee posts installed at no more than 8’ on center along the entire length of the limit of disturbance (construction work) fence as show on the plans. The snow fence shall be tied to the tee posts with 12 gauge black annealed baling wire, 4 ties per post minimum. Obtain City Engineer’s approval prior to any construction work.
Excavated soil from trenching or other construction activities shall not be placed on or over existing trees, shrubs, and cactus identified to be protected in place (PIP), salvaged plants, existing decomposed granite and desert pavement surface materials,

temporary irrigation equipment and irrigation pipes in accordance with the plans, details, and these Special Provisions.

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid, as far as practicable, injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall, insofar as practicable, be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

For the full width of all water courses within the right-of-way lines, no stump, root or other obstruction shall be left higher than the natural stream bed.

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 18 inches below finish grade.
In embankment areas or other areas to be cleared outside the road prism slope lines, all stumps, roots and other obstructions shall not be left higher than specified in Table 201-1.

TABLE 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 18 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 18 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	No stumps shall be left higher than the stump top diameter, and in no case more than 18 inches.

Cavities left below subgrade elevation by removal of stumps or roots shall be carefully backfilled and compacted.

Tree branches extending over the roadway, which hang within 12 feet of the profile grade or that restrict sight distance shall be cut off close to the trunk or stem of the tree in a neat and workmanlike manner. The Contractor shall remove additional tree branches under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. Scars resulting from the removal of branches shall be treated with a heavy coat of an approved tree sealant.

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be removed to locations outside of and out of sight of the right-of-way, or otherwise disposed of so as to leave the construction site and adjacent areas in a neat and finished condition, free from unsightly debris.

Items and materials of salvage value as determined by the Engineer, unless incorporated in the new work, shall remain the property of the Contracting Agency and shall be stored in adjacent areas as directed by the Engineer. Such items and materials shall be carefully removed and in such a manner as to permit reuse.

Method of Measurement:

Clearing and grubbing will be by the acre. Measurement will be to the nearest tenth of an acre, measured on a horizontal plane.

Basis of Payment:

The accepted quantities of clearing and grubbing include all labor, material, and equipment necessary to prepare, layout, install and remove when construction is complete the limit of disturbance fence in accordance with the plans, details, and these Special Provisions.

Furnishing, placing, and compacting the material required to fill cavities resulting from the removal of tree stumps or other materials is also included in this item.
No payment will be made for clearing and grubbing outside the specified limits, unless such work is authorized by the Engineer.

ITEM 205001 ROADWAY EXCAVATION

Description:

Roadway Excavation shall conform to MAG Section 205 or as modified herein.

ITEM 206001 STRUCTURAL EXCAVATION

ITEM 206101 STRUCTURAL BACKFILL

Description:

Structural Excavation and Structural Backfill shall conform to MAG Section 206 or as modified herein.

Method of Measurement:

Measurement of Structural Excavation and Structural Backfill shall conform to MAG Section 206.5.1.

Basis of Payment:

Payment for Structural Excavation and Structural Backfill shall conform to MAG Section 206.5.2

ITEM 220406 DUMPED RIPRAP (D50=6”)

ITEM 220409 DUMPED RIPRAP (D50=9”)

ITEM 220412 DUMPED RIPRAP (D50=12”)

ITEM 220422 WIRE ENCLOSED RIPRAP (D50=12”)

Description:

The work under these items shall consist of furnishing, sourcing, and placing riprap in accordance with the ADOT Standard Specifications Section 912 and the details shown on the plans.

Materials:

The gradation shall be based on the median rock diameter, identified as the D50 class. Gradation of the rock for dumped riprap shall be as shown on the project plans. Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the City.

Each load of riprap shall be reasonably well graded from the smallest to the maximum size specified.

New filter fabric shall be non-woven, high survivability complying with MAG Standard Spec 796 and shall be installed in accordance with MAG Standard Spec 796, at the locations shown on the plans.

Woven wire fabric shall be galvanized and shall conform to the requirements of ASTM A 116, except that the minimum weight of the zinc coating shall conform to the requirements of ASTM A 641, Class 3.

Construction Requirements:

The Contractor shall confirm that a sufficient quantity of rock is available so that the entire area will be of the same composition and appearance, and shall furnish a sample to the Engineer for approval as to color.

Areas which are excavated for installation of riprap shall be backfilled to original ground or to the lines and grades shown on the plans.

Dumped Riprap:

New dumped riprap shall be installed per MAG Standard Spec 703 and these special provisions.

Wire Enclosed Riprap:

Rock shall be well grated with at least 95 percent exceeding the least dimension of the wire mesh opening. The maximum size rock, measured normal to the mat, shall not exceed the mat thickness.

Wire fabric shall be of hexagonal double twisted wire. The selvage on each sheet of mesh shall be galvanized steel wire with a minimum diameter 25 percent larger than that used in the body of the mesh. The wire fabric shall conform to the requirements of ASTM A975-11.

Method of Measurement:

Riprap will be measured by the cubic yard of protection constructed by computing the surface area measured parallel to the protection surface and the total thickness of the riprap measured normal to the protection surface.

Basis of Payment:

The accepted quantities of riprap will be paid for at the contract unit price per cubic yard, which shall be full compensation for the work complete in place, including excavation; preparing the ground area; furnishing and installing the rock, filter fabric, and metal items; and backfilling as required.

No measurement or additional payment will be made for erosion repair work, grading and compaction of the Dumped Riprap to achieve final finished grades, pre-emergent herbicide, water, or the removal of trash, filter fabric, and debris, the cost being considered as included in the price of this contract item.

No measurement or additional payment will be made for removal of all unwanted plant growth or weeds from areas designated to receive rock mulch, the cost being considered as included in the price of this contract item.

No measurement or additional payment will be made for fine grading and compaction of the subgrade, the cost being considered as included in the price of this contract item.

ITEM 220500 SHOTCRETE

Description:

The work under this item consists of furnishing all materials and constructing shotcrete, at the locations and in conformance with the details shown on the project plans and all referenced standard drawings, and in accordance with these Special Provisions.

Materials:

Concrete for shotcrete shall be Class 'B' with a compressive strength of 3000 psi. Maximum size coarse aggregate shall be ¾ inch.

Welded wire fabric used as reinforcement in concrete shall be 6 x 6 – W6 x W6 welded wire fabric and shall conform to the requirements of ASTM A185.

Construction Requirements:

Shotcrete shall be constructed in accordance with the details shown on the project plans.

The contractor shall prepare sample 4'x4' area of shotcrete utilizing the proposed method and shall obtain the Engineer's approval prior to construction.

Shotcrete shall only be constructed on uniformly compacted material. The slope shall be dampened, with water, in a manner and to dampness acceptable to the Engineer just prior to concrete placement.

Shotcrete shall be integral color as directed by the Engineer.

Method of Measurement:

Shotcrete will be measured by the cubic yard of protection acceptably constructed by computing the surface area measured parallel to the protection surface and the total thickness of the shotcrete measured normal to the protection surface.

Basis of Payment:

Shotcrete, measured as provided above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for the work, complete in place, including structural concrete, reinforcing steel, preparation of sample area as specified herein and shown on plans.

ITEM 340021 RIBBON CURB, MAG 220 TYPE "B"

ITEM 340065 SINGLE CURB, (MAG 222 TYPE "A" MODIFIED)

ITEM 340066 SINGLE CURB, (MAG 222 TYPE "B" MODIFIED)

Description:

Conform to MAG Section 340.

The work under this item shall consist of furnishing all materials, tools, equipment, and labor necessary for installing the concrete curb as shown on the project plans.
Painting of curb as directed by the Engineer is incidental to this item. No separate payment shall be made for painting curb.

Method of Measurement:

This work will be measured by linear foot along the center line of the curb.

Basis of Payment:

The accepted quantiles of concrete single curb will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place, including furnishing and placing embankment material, excavating, removing unstable material, backfilling, and compacting.

ITEM 340205 CONCRETE SIDEWALK, MAG 230 (5" THICK)

Description:

Conform to MAG Section 340.

Concrete thickness shall be 5 inches.

Integral color, as approved by the Engineer.

Construction Methods:

The contractor shall prepare a field sample for approval by the Engineer prior to starting work on concrete sidewalk items. Sample shall be 4 feet by 4 feet in area and shall be used to demonstrate method for obtaining consistent visual appearance, including materials, workmanship, and curing method to be used throughout the project. The Field sample shall be used as a quality assurance check and shall be removed upon completion of the colored concrete work.

Protect adjacent finished surfaces from splatters.

Detectable warning shall be constructed per ADA standards, COS Standard Detail 2231, and as shown on the plans.

Method of Measurement:

Concrete sidewalk will be measured by the square foot for the number of square feet acceptably constructed within the limits shown on the project plans and as specified herein.

Basis of Payment:

Concrete sidewalk shall be considered full compensation for all labor, equipment, materials, excavation, backfill, compaction, and incidentals not covered by any other bid item.

Detectable warnings shall not be measured for payment. Detectable warnings are considered walking surface that they form a part of and the cost is included in the concrete sidewalk pay item.

ITEM 340243 EXPOSED AGGREGATE SIDEWALK

Description:

The work under this item consists of furnishing all materials and constructing exposed aggregate sidewalk at the locations and in conformance with the details shown on the project plans, MAG Section 340, and in accordance with these Special Provisions.

Materials:

Concrete for exposed aggregate sidewalk shall be Class ‘B’, per MAG Section 725, with a compressive strength of 3000 psi with exposed aggregate surface. Maximum size coarse aggregate shall be ¾ inch.

Concrete thickness shall be 5 inches.

Expansion joint filler shall be ½-inch thick preformed bituminous material in compliance with MAG Section 729. Expansion joints shall conform to section 340 and be installed prior to concrete placement.

Construction Requirements:

The contractor shall prepare a sample area of exposed aggregate sidewalk paving utilizing the proposed method for exposing the aggregate and shall obtain the Engineer's approval prior to construction.

Paving shall only be constructed on uniformly compacted material. The slope shall be dampened, with water, in a manner and to dampness acceptable to the Engineer just prior to concrete placement.

Method of Measurement:

Exposed aggregate sidewalk will be measured by the square foot for the number of square feet acceptably constructed within the limits shown on the project plans and as specified herein.

Basis of Payment:

Exposed aggregate sidewalk will be paid for at the contract unit price. The price shall be full compensation for the work, complete in place, including concrete, preparation of area, and as specified herein and shown on plans.

ITEM 340290 NON SLIP TREATMENT (PATH TREATMENT)

ITEM 340295 NON SLIP TREATMENT (SHOULDER TREATMENT)

Description:

Non slip treatment includes all necessary labor and materials required for installation of non-slip treatment for concrete and asphalt surfaces, including surface preparation.

Materials:

The non-slip treatment shall be high performance, two-component epoxy anti-slip coating. Anti-slip coating must be formulated for heavy vehicular traffic and resistant to fire, acid, alkali, solvent, grease, oil, salt water, detergent, alcohol, gasoline, hydraulic fluid, and weather.

Reference Standards:

A. CPSC 16CFR1303 (Ban of Lead-containing Paint).
B. ASTM D1640 (Drying Time).
C. ASTM D4060 (Taber Abrasion Test)

The Contractor to provide the following information to the Engineer for approval:

- Material Safety Data Sheets (MSDS) indicating ingredients, VOC (Volatile Organic Content), fire and explosion hazard data, health hazard data, first aid procedures, reactivity data, and other special precautions
- Evidence that the coating has no lead-containing ingredients.
- Evidence of abrasion resistance, coefficient of friction, and impact resistance.

Color for path treatment shall contrast visually with adjoining surfaces either light-on-dark or dark-on-light.

Color for shoulder treatment shall be yellow and have high contrast with adjacent non slip path treatment.

Specific colors for path and shoulder non slip treatments shall be approved by the City of Scottsdale prior to installation.

The materials shall be delivered to the project site in sealed containers with coating manufacturer's labels intact. Contractor to store materials in protected area at a temperature not to exceed maximum or minimum temperatures as recommended by manufacturer.

Construction Requirements:

The Engineer will examine surfaces to be coated and report any conditions that would adversely affect the appearance or performance of the coating to the Contractor. The Contractor shall not proceed with surface preparation until adverse conditions have been corrected.

All surfaces shall be clean, dry and free from loose and peeling paint, dirt, grease and other contaminants. Follow manufacturer's written recommendations for surface preparation.

Blend base component and hardner together in accordance with Manufacturer's written instructions and recommended mixing rate. Do not use mixed material beyond Pot Life.
Prior to application, select a small, properly prepared portion of surface and apply a "patch" area of coating. Allow area to dry thoroughly prior to testing.

Test surface for compatibility and adherence in accordance with Manufacturer's recommendations. Conduct test in the presence of the Engineer.

The Contractor shall maintain adequate ventilation during application. If ventilation is restricted or cannot be maintained, workers shall wear NIOSH approved respirators.
The contractor to promptly remove all excess materials associated with the coating application from the premises and dispose of legally. The contractor shall remove coating splatters from all adjoining surfaces not scheduled to be coated and repair damage to adjacent coatings surfaces, materials and/or equipment, where such damage has been caused as a result of the coating application.

Contractor to provide warranty for replacement of defective coatings for a minimum period of one year from the effective date of warranty commencement.

Method of Measurement:

This work will be measured and paid for at the contract unit price per square foot.

Basis of Payment:

Non-slip treatment measured as provided above, which price shall be full compensation for the work, complete in place, including surface preparation, sample preparation, protection of traffic, and repair of other work defacement caused by the painting and as specified herein and shown on plans.

ITEM 345003 FRAME & COVER GRADE ADJUSTMENT, COS 2270

Description:

Conform to City of Scottsdale Section 403 and MAG Section 345, except as modified herein.

Method of Measurement:

This work will be measured and paid for as a unit for each frame and cover grade adjustment.

Basis of Payment:

The accepted quantities for frame and cover grade adjustment, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work, complete in place, including any excavation and backfilling necessary to complete the work.

ITEM 350111 REMOVE FENCE

Description:

Barbed wire fence, post, post base, and associated appurtenances shall be removed and will become property of the contractor.

Construction Requirements:

Holes or cavities resulting from the removal of the post and post base shall be backfilled and compacted with material equivalent to the surrounding area or as directed by the Engineer.

Method of Measurement:

Measurement for removal of fence will be made on the basis of the contract unit price bid per linear foot. Measurement will be made along the top of the fence outside to outside of end posts

Basis of Payment:

Price bid shall include all labor, material, and equipment necessary to remove barbed wire fence, posts, post bases, and associated appurtenances, in accordance with the plans, details, and these Special Provisions.

ITEM 350115 REMOVE & REINSTALL TRAIL ACCESS GATE

Description:

The work shall include removing and reinstalling the existing trail access gate located north of the CAP canal, east of 124th Street.

Construction Requirements:

The contractor shall use care when removing the existing gate to prevent damage. If gate is broken or damaged by the contractor it is up to the contractor to repair or replace the gate in kind to the satisfaction of the Engineer.

Upon removal of the gate the existing cables shall be securely attached to the adjacent post and the contractor shall securely store the gate to prevent damage.

Holes, cavities and depressions resulting from the removal of the gate shall be backfilled with suitable material as directed by the Engineer.

After installing the gate the adjacent cable shall be reattached to the gate.

Method of Measurement:

This work will be measured and paid for at the contract unit price per each.

Basis of Payment:

Remove and reinstall trail access gate shall be considered full compensation for all labor, equipment, materials, excavation, backfill, installation, and incidentals not covered by any other bid item.

Additional cable and fasteners are considered incidental to bid item.

ITEM 350604 REMOVE SIGN, POST, AND POST BASE

Description:

The work under this item shall include the removal of signs, foundations, sign posts, delineators, within the project limits that are identified to be removed on the plans and as specified herein.

Construction Requirements:

The contractor shall remove all ground mounted signs and markers identified to be removed on the project plans with their sign supports currently in place along the existing roadway alignments within the project limits at such time as the Engineer determines the signs are no longer necessary for traffic due to the reconstruction work and approved traffic control.

All items to be removed and which will not be incorporated into the new work shall be removed in a manner which will not produce unnecessary damage or disturbance. The contractor shall not disturb any other signs, sign posts, foundations not specifically indicated on the project plans or in these Special Provisions to be removed unless otherwise directed by the Engineer. Any items, which are not identified to be removed but which, are damaged, as a result of the construction shall be replaced at the contractor's expense. The signs, sign structures, sign posts, and foundations that are removed shall become the property of the contractor. They shall be disposed of at an acceptable location off the project limits.

Holes, cavities and depressions resulting from the removal of signs, except in areas to be excavated, shall be backfilled with suitable material which shall be compacted to a density of not less than 95 percent of the maximum density as determined in accordance with the requirements of the applicable test methods of the ADOT Materials Testing Manual, as directed and approved by the Engineer.

Method of Measurement:

Remove sign, post, and post base will be measured by each unit removed.

Basis of Payment:

Price shall be full compensation for the work, complete in place, including removal and disposal of all signs, sign posts, and foundations identified to be removed within the project limits and specified herein and as shown on the project plans.
New posts or foundations required for sign relocations shall be paid under their respective items.

ITEM 350661 REMOVE AND SALVAGE LANDSCAPE LIGHT

Description:

Landscape lights adjacent to property 12504 East Gold Dust Avenue Scottsdale, AZ 85259 to be carefully removed, salvaged, and delivered to the property owner. The existing electrical line shall be removed or capped in a manner that is approved by the Engineer.

Construction Requirements:

The contractor shall use care when removing the existing landscape lights to prevent damage. If light is broken, cracked, or damaged by the contractor it is up to the contractor to replace the light, in kind.

The contractor shall notify the adjacent property owner 5 working days prior to removing landscape lights.

Method of Measurement:

Removal of landscape light will be measured as per each acceptable light removed.

Basis of Payment:

Removal of landscape light shall include all labor, materials, equipment, and all other items necessary and incidental to removing and salvaging landscape light.

ITEM 350716 REMOVE (STRUCTURAL CONCRETE)

Description:

The work under this item shall consist of furnishing all equipment and labor to remove and dispose of existing items listed to be removed from the locations shown on shown on plans and as specified herein. This work includes Removing the concrete apron south of the existing box culvert and removing the lightwell in Shea Boulevard Median

Construction Requirements:

The contractor shall remove and dispose of above listed items per Section 202 of the ADOT Standard Specifications and as specified herein. Holes or cavities resulting from the removal of above items shall be backfilled and compacted with material equivalent to the surrounding area or as directed by the Engineer.

The contractor shall remove the existing grate and portion of concrete in the existing lightwell as shown on plans. Contractor shall take preventive safety measures to protect work zone and traveling public from construction activities.

Method of Measurement:

Remove structural concrete will be measured by the cubic yard.

Basis of Payment:

The accepted quantity of Remove Structural Concrete, measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for the work complete in place, including removal and disposal of items as listed above and as described and specified herein and shown on the plans.

ITEM 401001 TRAFFIC CONTROL:

Description:

Conform to MAG Section 401, City of Scottsdale Section 401, City of Phoenix Traffic Barricade Manual, and the Manual of Uniform Traffic Control Devices, except as modified herein.

This bid item is for all barricades, signs, lights, off-duty police officers, flagmen, etc. needed to keep traffic moving at a minimum of two 10 foot lanes in each direction through the work site. All traffic control signing, haul routes, and barricading plans will be submitted to the Inspector for approval prior to starting the work and all contractor changes to the plans shall be approved by the City prior to implementation.

The contractor shall notify the Inspector seven working days in advance of the time work will be started in areas requiring the routing of traffic, traffic lane striping, or removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

Shoulder closures and single lane closures are anticipated for 125th Street from the cul-de-sac/ CAP canal to Cochise Drive and along Cochise Drive from 125th Street to approximately 320 feet west of 125th Street. The existing trail along the CAP canal shall remain open during construction. No detours are anticipated along any of the affected areas.

Single lane closures on Shea Boulevard are anticipated for the removal and installation of the lightwell over the Shea tunnel. Lanes will remain open during non-construction timeframes.

The existing bus bay on the north side of Shea Boulevard, approximately 250 feet east of 124th street, shall remain in service and free of any construction debris.

Sidewalk closures are not anticipated; however, the contractor shall furnish and install a temporary barrier or fence between the existing sidewalk north of Shea Boulevard and the new retaining wall locations.

The contractor shall close the existing pathway within the project boundaries during construction and shall provide all necessary signing for the pathway closure. The contractor shall submit a signing plan for the closure to the Engineer for approval at least 2 weeks prior to any closure.

See Pedestrian Access requirements under PEDESTRIAN ACCESS describe in these special provisions.

The contractor shall coordinate a traffic control plan with the Engineer and the City of Scottsdale.

No work shall begin prior to Engineer's approval of the proposed Traffic Control Plan from the contractor.

The contractor shall not perform construction activities that disrupt traffic between the hours of 7:00 AM to 9:00 AM and 3:00 PM to 5:00 PM Monday through Friday.
The contractor shall notify residents and businesses, within the project area, of construction-related restrictions a minimum of 14 calendar days prior to the start of construction.

Construction signs setup for a short term closure shall not be displayed to traffic for more than 24 hours prior to the actual start of construction. Signs shall be removed within 24 hours after completion of the construction.

Plan preparation, signing, and public notification shall be considered incidental to other items of work and no specific measurement or payment will be made.

Traffic Control Devices: Append MAG Section 401.2 with the following:

All existing signs in conflict with construction signs shall be removed, covered with plywood, or relocated.

Sign mounting height shall be 7 feet. The measurement shall be from the bottom of the sign to the top of curb.

All regulatory and warning signs shall have flags and lights displayed.

All Type II Barricades and vertical panels shall be equipped with steady burning lights.
All construction signs shall use ASTM Type IV sheeting (minimum). All signs to be use on the job during periods of darkness shall be reflectorized.

Traffic Measures: Append Section 401.4 as follows:

Whenever construction operations create a condition hazardous to the public, the contractor shall furnish flagmen and guards as necessary to provide adequate warning to the public of any dangerous conditions.

Flagmen and guards, while on duty, and safety devices shall conform to applicable City, County, and State requirements. It is the contractor's responsibility to inform the Engineer of hazardous conditions immediately.

Should the contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed within 6 hours by the contractor without additional cost to the City.

General Traffic Regulations: Contractor shall comply with MAG Section 401.5 as supplemented by City of Scottsdale Section 401 and append as follows:

Approach speed limits and speed limits within the construction area shall be determined by the City of Scottsdale Traffic Engineering Department.

Method of Measurement:

Delete text of MAG Section 401.6 and insert the following:

Measurement of all traffic control work as described herein and as required for the project will be measured on a lump sum basis.

Basis of Payment:

Delete text of MAG Section 401.7 and insert the following:

Payment for all traffic control work including the use of off-duty uniformed police officers as described above will be paid for at the lump sum amount indicated on the Schedule of Bid Items, which payment will be considered full compensation for the work described herein and on the plans, and as modified or instructed on-site by City staff. Adjustments to approved traffic control plans, barricading, or signing to accommodate specific on-site needs at the sole discretion of the City included in the lump sum bid item payment.

ITEM 401102 OFF-DUTY POLICE OFFICER (CONTINGENCY)

Description:

This is a separate contingent allowance bid item to be used in the event the City requests the Contractor to provide the services of off-duty uniformed police officers under special circumstances, not included in other items, as directed by the Engineer.

City of Scottsdale off-duty uniformed police officers shall be used. In the event City officers are not available, law enforcement officers from other local agencies may be used in their place. The officers shall be thoroughly familiar with the requirements for which their use is intended.

Method of Measurement:

The use of this bid item is only through written direction of the Engineer and will include the maximum allowable hourly charge rate authorized by the Engineer. Daily reports itemizing the use and number of hours worked for each officer authorized shall be submitted with each payment application along with a copy of the Engineer's written authorization. All reports shall be verified and signed daily by the City Capital Projects Inspector.

Basis of Payment:

The provisions of MAG Subsections 401.6 and 401.7 apply. This is a contingency item in which the total amount indicated on the schedule of bid items will be adjusted accordingly by the Engineer to reflect the actual amount used.

Payment for this bid item is not to include off-duty police officers required when construction activities are within 300 feet of a signalized intersection.

ITEM 402401 REFLECTIVE TRAFFIC SIGN PANEL

Description:

The work under this item will comply with City of Scottsdale Supplemental Specification Section 402, except as modified herein.

The work shall consist of furnishing and installing sign panels in accordance with the details shown on the plans.

Materials:

Certificates of compliance shall be submitted to the City for all materials required for fabricating sign panels, including retroreflective sheeting.

Shipment, storage, and handling of sign panels shall conform to the recommendations of the manufactures of the sign panel components. Fabricated signs and overlay sheets shall be shipped on edge. Damage to the sign panel resulting from banding, creating or stacking may be cause for rejection of the sign.

Construction Requirements:

All signs to be provided and installed by the Contractor unless otherwise noted on the plans. Sign blanks will not be fabricated by the City of Scottsdale.

Method of Measurement:

Sign panels will be paid by the square foot for each type or types of sign panels furnished and installed. The area of each sign panel will be measured per plan dimensions.

Basis of Payment:

The accepted quantities of each type of sign panel designated in the bidding schedule, will be paid for at the contract unit price per square foot, complete in place.

Payment shall be made on the total area of each sign panel to the nearest square foot.
The contract unit price shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in furnishing and installing the sign panels, complete in place, including furnishing and applying all sheeting, all fastening hardware, all necessary sign supports, and post ties.

ITEM 402411 TELESPAR SIGN POST, COS 2131

ITEM 402412 TELESPAR SIGN POST BASE ASSEMBLY (SLEEVE & ANCHOR), COS 2131

Description:

The work under this item will comply with City of Scottsdale Supplemental Specification Section 402, except as modified herein.

Method of Measurement:

Sign posts will be measured by the linear foot of post furnished and installed. The length of each type of post will be measured from the top of ground to the top of the posted, measured to the nearest foot.
Sign post base assembly (sleeve & anchor) will be measured by the unit for each assembly.

Basis of Payment:

The accepted quantities of sign posts and sign post base assembly, measured as provided above, will be paid for at the contract unit prices complete in place.

Sign posts shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and erecting the sign posts, complete in place, including hardware.

Each base assembly shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in sign base assembly.

ITEM 403222 ELECTRICAL SERVICE CABINET (INCLUDING CONTROLS, FOUNDATIONS & POWER COMPANY CONNECTION)

Description:

The connection for the electrical service shall be as shown on the plans by the power company.

Provide all necessary material and labor required by the serving power company for delivery of power to the service entrance equipment.
Service entrance shall be standardized, modular formed, dead front construction, and front accessible.

The enclosure shall be stainless steel and built NEMA 3R standards.

The service entrance shall have space and necessary provisions for metering as required by the Power Company and P.U.E.S.R. Standards.

Main and branch feeder over-current devises shall be fusible or circuit breaker type and sized as noted on the drawings.

The switchgear assembly shall be braced for short circuit stress as noted on the drawings.

All distribution equipment shall be of the same manufacturer. Approved manufacturers are: Cutler Hammer, RSE-Sierra, Federal Pacific, General Electric, Square D, Sylvania, Westinghouse, Milbank, Pacific Utility Products or Myers.

All service entrance and all distribution equipment and panels shall have fully rated copper bussing.

The conduits as required by the power company between the utility point of connection and the controller per this item are to be included.

Concrete shall have minimum compressive strength of 3,000 pounds per square inch. The proposed slump shall be chosen by the contractor. Concrete at the proposed slump shall be sufficiently workable to allow proper placement without harmful segregation, bleeding or incomplete consolidation.

Electrical service and all downstream equipment. Including luminaires shall be grounded. A continuous ground system shall be incorporated with wire extending to the end of each conduit run terminating with a ground rod at the electrical service.

The installation shall be free from short circuits. The entire system shall have an insulation test with a 500 Volt "megger" system. In no case shall the insulation test be less than 5 mega ohms.

Electrical service installations shall have two copper-plated ground rods of the length specified, installed a minimum 6 feet apart.

Concrete pads shall be troweled smooth and then given the specified finish of medium broom. All of the exposed edges shall be tooled to a 1/4-inch radius.

Expansion joints shall be constructed between concrete pads where they abut sidewalks, driveways, structures, around poles, posts, boxes and other fixtures that protrude through or adjacent to the concrete pad. Edges of the concrete at expansion joints shall be tooled to a 1/4-inch radius.

Method of Measurement:

Measurement for electrical service cabinet shall be made on the basis of the contract unit price per lump sum.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, equipment, controls, foundation, power company connection fees, and all other items necessary and incidental to install electrical service cabinet complete and in according to the plans, details, and these Special Provisions.

ITEM 403941 CONDUCTORS AND BOND WIRES (COMPLETE AND IN PLACE INCLUDING ALL SPLICES AND TERMINATIONS FOR A COMPLETE SET OF CONDUCTORS FOR THE CIRCUIT)

Description:

Conductors shall be soft drawn, annealed copper having conductivity of not less than 98% of that of pure copper, have a uniform in cross-section, free from flaws, scale and other imperfections.

All interior branch conductors shall be stranded type “XHHW” 75°C (minimum), 600 volt, and a minimum size of #12 except for control wiring which shall be stranded and a minimum of #14.

Wire 8 AWG and larger shall be stranded.

Manufacturers shall be Simplex, General Cable, Okonite, Rome Cable, Anaconda, General Electric and Kaiser or approved equal.

No running splices in conduit shall be accepted.

Make all <u>above ground</u> connections and splices for #10 wire and smaller with Buchanan “B-Cap”, 3-M “Scotchlok”, or Ideal “Wing Nut” preinsulated wire connector (sizes as recommended by manufacturer). Make connection and splices for #8 conductors and larger with solderless pressure or compression type connectors by O.Z., Burndy, Buchanan, T & B, or Illsco. Tape all splices with plastic so insulation is at least equivalent to insulation of conductor. Thoroughly clean ends before splicing. Where plastic tape is used and there is any danger of insulation damage from pressure of joint against non-current carrying metal parts, use friction tapes for additional protection. Vinyl plastic tape shall be Scotch #33 or Plymouth.

Make all <u>underground</u> cable and conductor splices in a pull box or j-box and connected and insulated with a Tyco Electronics Gelcap-sl or connected with copper compression h-tap connector or approved equal and insulated with a 3M Scotchcast splice kit 85 series or Tyco Electronics Gelcap or Owner approved equal.

All wires in panelboards, gutters, switchboards, wireways and pull boxes shall be neatly arranged with terminations located directly opposite terminals and routed in a neat and workmanlike manner through spaces where the wire passes.

Exercise due care when pulling wire and cable through raceways, to prevent conductors from kinking and injuring insulations.

UL approved pulling compounds may be applied to the conductors to insure ease of pulling. Under no circumstances shall any medium containing water, acid or petroleum base be used.

Leave no less than 6” or wire at each outlet for connection to lighting fixture, switch receptacle, and other pieces of equipment. Where wires feed through an outlet or junction box, neatly tuck a 6” long loop in bottom of box.

Control wiring and all other stranded wiring to screw connections shall be provided with T & B “STA-KON” terminals.

Solid conductors shall loop tightly and completely around terminal screws on all wiring

devices.

Method of Measurement:

Conductors and Bond Wires (Complete and In Place Including all Splices and Terminations for a Complete Set of Conductors for the Circuit) will be measured by the linear foot from center to center of pull boxes or from end to end of conduit when no pull boxes are used.

Basis of Payment:

The accepted quantity for Conductors and Bond Wires (Complete and In Place Including all Splices and Terminations for a Complete Set of Conductors for the Circuit), measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensations for the item, complete in place.

ITEM 404202 CONCRETE PULL BOX

Description:

The work under this item shall include the installation of pull boxes, including excavation, backfill, compaction and appurtenances as shown on the project plans.
All pull boxes to be furnished and installed for lighting as a part of the electrical system, shall have an etched polyethylene face, anchored in concrete, with an ultraviolet inhibitor.

Unless specified otherwise, pull box covers shall be of “fiberlight” material, polyester pre-mix with Calcium Carbonate, and shall be equipped with bolt-down covers. Covers on pull boxes installed as part of the lighting systems shall be marked “ELECTRICAL”.

Method of Measurement:

Concrete pull box will be measured as a unit for each pull box installed.

Basis of Payment:

The accepted quantity concrete pull boxes, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work, complete in place, including excavating and backfilling necessary to complete the work.

ITEM 420012: STEEL RAIL FENCE, COS 2682

Description:

The work under this item consists of furnishing all material, equipment, and labor to install protective steel railing including railing, posts, fittings and anchorages. The railing

shall be installed at the locations and in conformance to the details shown on the plans, in accordance with these special provisions and as directed by the Engineer.

Materials:

Materials shall conform to the requirements specified on MAG Detail 145 and these special provisions.

All steel posts and handrails to be painted per MAG Specification 530. Color to be San Diego Buff and shall be approved by the City of Scottsdale prior to installation.
Prior to beginning any work on the fabrication of the railing, the contractor shall submit shop drawing for approval, showing complete details.

The Engineer shall be furnished complete copies, in triplicate, of all mill reports on steel materials furnished.

Construction Requirements:

The railing shall be carefully erected, true to line and grade. Posts shall be vertical and parallel with the deviation from the vertical from the full height of the panel not exceeding 1/8".

Welding shall be performed in accordance with the requirements of Subsection 604-3.06 of the Standard Specifications and the current edition of the American Welding Society, Structural Welding Code, D1.1. All butt welds on exposed surfaces shall be ground flush with adjacent surfaces. After erecting the railing, any abrasion or exposed steel shall be repaired in accordance with Sections 604 and 610.

Any paint that has been damaged during handling, transporting or welding shall be repaired by the contractor at no cost to the City. Paint coverage for items to be embedded in concrete shall be extended a minimum of 2 inches below the finished concrete surface.

Method of Measurement:

Steel trail safety barrier will be measured by the linear foot from end post to end post along the face of the railing including terminal sections.

Basis of Payment:

The accepted quantities of Steel trail safety barrier measured as provided above, will be paid for at the contract unit price per linear foot, which shall be full compensation for the work, complete in place, as shown on the plans and specified herein.

SECTION 430 LANDSCAPING AND PLANTING

Landscaping shall conform to Section 430 of the City of Scottsdale Supplement to MAG (Including the City's Standard Details) or as modified herein.

430.1 SUMMARY

Add the following to this subsection:

The work under this section shall consist of furnishing all labor, materials and equipment to install trees, shrubs, cactus, saguaros and salvaging operation.

Salvaging Operations shall conform to the Maricopa Association of Governments (MAG), 2015 Edition Arizona, the "City of Scottsdale 2015 Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction" and City of Scottsdale Native Plant Ordinance (City Code, Chapter 46, Article V) or as modified herein.

Salvaging Operations includes the following:

I. Requirements for complete salvage of plant materials.
II. Requirements for the relocation, storage, and maintenance of salvaged plant materials.

A. Administrative Requirements
   1. Coordination:
      a. The Contractor is responsible for the safety of the public, other contractors, and his/her crew members during the salvaging and relocation operations.
   2. Sequencing:
      a. Coordinate the salvage and replanting of the salvaged materials with anticipated phasing and sequencing of other construction activities.
   3. Submit methods:
      a. Coordinating the plant salvage operations with other construction activities to the City Engineer for approval.

430.2 SUBMITTALS

Add the following to this subsection:

If specified landscaping material is not obtainable, submit proof of non-availability from five (5) different sources contacted, together with proposal for use of equivalent material, similar in appearance, ultimate height, shape, habit of growth and general soil requirements. The Contractor may make substitution of larger size plants of the same species with approval by the City Engineer. However, any additional cost for these substitutions will be borne by the Contractor.

Before delivery, Certificates of Compliance as required by governmental authorities shall be submitted for the landscaping, certifying that it meets the requirements specified. Certified copies of the reports for the following materials shall be submitted:

1. Transporting of landscape plant materials (from Arizona Department of Agriculture)

2. Certified analysis of soil amendments and conditioners

3. Landscape Plant Materials including guy wires, hoses, and stakes

Certification shall indicate: suppliers name, address, telephone number, date of purchase, name and technical description of item purchased, and quantity of each item purchased.

All pre-emergent herbicide and pesticide applicators shall be properly licensed for application of non-restricted use chemicals with an A-20 license or an A-21 license with Pesticide Endorsement from the State Registrar of Contractors and Structural Pest Control Commission. All Contractors are required to furnish a copy of their application from the Registrar of Contractors, which shall list the names of those employees, approved as applicators by the Registrar of Contractors. Application of non-restricted use pesticides shall not take place until the City Engineer receives a copy of the application.

Salvaging Operations includes the following:

A. The Contractor shall furnish all labor, materials, equipment, and incidental and appurtenant items of work needed to perform all salvage operations, to the delineations lines and details shown in the plans.

B. Submit the following to the City Engineer for approval:
    a. Product data:
        i. List Product Data:
            1. List of pesticide materials proposed for use, and their application methods and documentation.
            2. Fertilizer/nutrients.
        ii. Shop Drawings:
            1. Boxes for plants.
        iii. Delegated Design Submittals:
            1. Equipment proposed for removing and transporting salvaged plants.
            2. Methods for coordinating the plant salvage operations with other construction activities.
            3. Methods for developing the temporary nursery

4. List of mechanical and hand equipment to be used to accomplish salvage and replanting operations.

iv. Special Procedure Submittals:

1. Cacti Photo Log.

v. Qualification Statements:

1. Salvage subcontractor qualifications.

b. Informational Submittals:

i. Daily Quality Control Submittals:

1. Daily Plant Salvage Log.
2. Salvaged Plant Watering Log.

430.3 QUALITY ASSURANCE

Add the following to this subsection:
The publications listed below form a part of this specification to the extent referenced:
AAN-ASNS: American Association of Nurserymen, Inc. "American Standard for Nursery Stock," latest edition.

AJCHN-SPN: American Joint Committee on Horticultural Nomenclature "Standardized Plant Names," Second Edition, 1942.

ANA: Arizona Nursery Association Growers Committee "Recommended Tree Specifications," latest edition.

ASTM: American Society for Testing and Materials.

Perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State and local authorities in furnishing, transporting and installing materials as shown or for completing the work identified herein.

The City Engineer reserves the right to take and analyze samples of materials for conformity to the Special Provisions at any time. Rejected materials shall be immediately removed from the site at the Contractor's expense. The Contractor shall pay the cost for all testing in addition to all removal and replacement of materials not meeting the Special Provisions.

Deliver packaged materials in containers showing weight, analysis and name of manufacturer.

Protect materials from deterioration during delivery, and while stored at site. Protect products/materials from weather or other conditions that would damage or impair the effectiveness of the product/material.

When completed, finish grade for landscape areas shall not vary more than one quarter of one inch (1/4") from specified grade and cross section and shall be a smooth, uniform

surface, free of abrupt grade changes or depressions. Soil subgrade shall be adjusted for specified depth of surfacing materials.

Unless otherwise specified, landscaping finished grades shall be1-inch below adjacent roads, paths, pavements, concrete headers, walks, curbs, and gabion walls.

Contractor shall bear final responsibility for proper surface drainage of planted areas. Any discrepancy in the drawings or Special Provisions, obstructions on the site, or prior work done by another party, which Contractor feels precludes establishing proper drainage, shall be brought to the attention of the City Engineer in writing for correction or relief of said responsibility.

All landscape areas within the project shall be graded so that finished surfaces conform to the typical sections, proposed grades and blend into the surrounding surfaces. Finished surfaces shall be reasonably smoothed, compacted, and free from irregular surface drainage. Ditches and swales shall be finished to permit proper surface drainage.

Salvaging Operations includes the following:

A. The Contractor shall perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State and local authorities in furnishing, transporting and installing materials as shown or for completing the work identified herein.

430.4 DELIVERY, STORAGE AND HANDLING

Add the following to this subsection:

Ship materials with Certificate of Inspection required by governing authorities.

Prior to delivery of any plant material to the project site, the Contractor shall make the necessary arrangements with the City Engineer for an inspection of the plant material at the source. The Contractor will pay for travel to nurseries located outside of the metropolitan Phoenix area, when requested by the Contractor. Any plants found to be unsuitable in growth or condition, or plants, which are not true to the specification, shall be removed and replaced with acceptable plants.

The Contractor shall notify the City Engineer at least 7 days in advance for inspection of the plant material at the off-site location. Prior to notification of the City Engineer, the Contractor shall physically verify that the plant materials meet the size specified. Subsequent to the delivery of the plants to the site, the City Engineer shall, at his option, re-inspect the plant material. Plants that do not meet the requirements herein shall be removed from the site and new material provided until the replacement plants have been accepted.

Salvaging Operations includes the following:

A. Delivery and Acceptance Requirements:
    a. Transport the materials for the Work of this Section in compliance with all State and local requirements.
        i. Obtain all necessary permits and tags for transporting plant materials on public roadways.
        ii. Make permits and tags available to the City Engineer upon request.
B. Storage and Handling Requirements:
    a. Temporary Irrigation System
        i. Provide a temporary irrigation system in the salvage plant temporary nursery constructed using methods and materials that prevent rodents, insects, and pests from damaging and/or impeding the intent of the system's operation.
        ii. Provide the temporary nursery with a pressurized water source for watering all plant material.
            1. Provide a water source capable of delivering the necessary water to the salvaged plant materials that occupy the nursery and require irrigation.
            2. Provide the water source for the life of the temporary nursery.
            3. If a storage tank is provided for the purpose, it must be capable of providing sufficient water during a 24-hour period for the required irrigation without refilling based on the nursery being filled to capacity with salvaged plant materials.
        iii. Use an automatic controller or automatic controllers to insure a regular watering schedule.
        iv. Emitters:
            1. Distribute emitters evenly across the surfaces of the rootballs.
            2. If a drip irrigation system is proposed, design the system so no emitter point is capable of emitting water flows greater than 2 gallons per hour.
            3. Large boxes may need additional emitters
        v. Record the date, time, and frequency of watering for each plant in a Salvaged Plant Watering Log, and submit this log to the City Engineer on a weekly basis for information.
    b. Store and maintain salvaged material at the approved temporary nursery until it can be planted in its new location.
        i. Provide optimum conditions for salvaged plants to overcome transplant shock and maintain viability throughout boxing and the storage period.
        ii. Plant Placement:

1. In order to avoid sunburn damage, take care when plant material is placed in the temporary nursery that the plant is placed facing the same direction in which it originally grew.

2. Properly orient the specified mark to the north side of the plant during placement.

c. Do not allow lifting activities to damage or deform tree branches and canopies of salvaged trees.

C. Site Conditions:

a. Ambient Conditions:

i. Salvage Season:

1. Trees:

a. Salvage and transport salvaged trees to the temporary nursery as specified between the dates of April 1 through September 30.

2. Cacti:

a. Salvage and transport salvaged cacti to a temporary nursery as specified between the dates of April 1 through September 30.

3. Cactus Salvage Weather Constraints:

a. Do not be excavate, transport, or remove cactus of any species during rainy weather conditions as determined by the City Engineer.

b. Cactus salvage operations may resume after rain with the written approval by the City Engineer.

b. Existing Conditions:

i. An Existing Native Plant Inventory and Salvage Summary appears in the Contract Drawings.

D. Materials:

a. Boxes:

i. The following material specifications for construction of box sides are based on storage and transportation requirements.

ii. The following guidelines are for plants that are to be lifted upright as opposed to being tipped.

1. One inch members: Standard 1 by 12 Number 5 pine minimum.

2. Two inch members: Standard 2 by 6, or 2 by 12, economy grade minimum.

iii. Provide Horizontal box members as follows:

1. Up to a 60-inch box: 1 inch members.

2. Over a 60-inch box: 2 inch members.

iv. Provide Vertical box members as follows:

1. Up to a 48-inch box: 1 inch members.

2. Over a 60-inch box: 2 inch members.

v. Submit Shop Drawings of boxes to the City Engineer for approval.

vi. Pesticide:

1. Provide materials approved by the governing regulatory agencies that are suitable for the identified needs.

2. Submit a list of pesticide materials proposed for use, and their application methods and documentation.

vii. Soil Sulfur:

1. Provide agricultural dusting type of soil sulfur.

viii. Fertilizer/Nutrients:

1. Provide the following types of fertilizer/nutrients:
2. Slow release fertilizer:

ix. Provide 19/3/10 slow release fertilizer.

1. Nutrient replacement for salvage trees:

b. Manufactures

i. Organic Compost:

1. Manufacturers:

a. PHC BioPak (Artistic Arborist 602-263-8889) or Approved equal. Western Organics (602-269-5756) or Approved equal.

2. Submit Product Data for the fertilizer/nutrients to the City Engineer for approval.

E. Execution:

a. Examination:

i. Verification of Conditions:

1. Confine Work performed to within the Contract limits as defined by the Contract Drawings and Specifications and field verified by the City Engineer.

ii. Evaluation and Assessment:

1. Identification of Plants

a. Protected plants within the Contract have been identified in the Native Plant Inventory on the Contract Drawings.

b. Flag all inventoried plants with plastic tape or vinyl tags to correspond to the determinations made in the plant Inventory in the following manner:

i. Red tape or vinyl tag – Plants to remain in place.

ii. White tape or vinyl tag – Plants to be moved to another location.

iii. Blue tape or vinyl tag – Plants to be destroyed.

c. Maintain the identification tags or tape for the duration of the Contract.

iii. Investigation of Plant Salvageability:

1. Use accepted methods and equipment to investigate conditions in the area surrounding each plant, including all utility, soil, and rock conditions.
2. If upon this investigation a plant is found to have a decreased chance of being successfully boxed and

relocated, contact the City Engineer and any other parties the Owner requires, to come out and review the field conditions.

a. A decision will then be made as to whether the plant will be salvaged and relocated.

b. Individual decisions will be made for each plant in question.

c. Substitution or other possible alternatives will be discussed at this time.

d. Prepare and submit a written record of plant salvageability discussion and decisions to the City Engineer for review and approval.

iv. Marking Orientation:

1. Mark all plants to be salvaged on their north side to provide proper orientation during storage and planting.

a. Apply a mark and use an installation process that does not damage or deface the salvaged plant materials.

b. Apply a mark that is capable of withstanding poor weather and expected working conditions without the possibility of erasure or detachment for the duration of the Contract.

v. Shaded Plant Material:

1. Properly document all salvaged plant material originally growing in a shaded condition and subsequently transplanted to a nursery as “shaded plant material”.
2. Place the “shaded plant material” in a shaded area or areas in the nursery created by using screening or other methods approved by the City Engineer and sized to adequately store these materials.
3. Gradually expose salvaged material documented as shaded plant material to continual sunlight during its period in the nursery and prior to being transplanted to its final location as approved by the City Engineer.

F. Preparation:

a. Protection of In-Place Conditions:

i. Protect-In-Place Limits:

1. The City Engineer may direct that areas or features on or adjacent to the Site are to be protected in place by fencing, flagging, or staking.
2. Replace plant material to be salvaged that has been damaged or destroyed during pre-construction and construction activities with like-kind and size plant material as approved in advance by the City Engineer and at no increase in Contract Price.

3. The acceptable mortality quantity (AMQ) for each species as indicated in Subsection below Site Quality Control for replacements applies to all plant materials identified as salvageable.

b. Surface Preparation:

i. The Construction Manager is responsible for safety considerations of the public, the City Engineer's personnel, and the Construction Manager's crew during relocation operations.

ii. Provide barricades as necessary during salvage operations to insure the safety of the public, other trades, and the salvage crew.

iii. Follow the safety requirements of ANSI Z133.1.

G. Salvage Operations:

a. Prior to commencement of the plant salvage work, submit a list of mechanical and hand equipment to be used to accomplish removing, transporting, and replanting salvaged plants to the City Engineer for approval.

b. Watering:

i. Provide adequate water to each plant during digging operations to maintain its optimum health.

c. Prior to commencement of the plant salvage work, submit a list of mechanical and hand equipment to be used to accomplish removing, transporting, and replanting salvaged plants to the City Engineer for approval.

d. Watering:

i. Provide adequate water to each plant during digging operations to maintain its optimum health.

e. Pruning:

i. Prune plants as needed; and hand dig, box, and relocate them to a temporary nursery as specified.

ii. Prune plants to be relocated in a way that removes an amount of foliage proportionate to the root system that will be eliminated by the salvage operations.

1. Prune plants so that an aesthetic framework of branches is left which preserves the size and best features of the plant so the plant will fill in for a balanced appearance.
2. Use current standards for arboriculture.

iii. Remove dead and diseased branches at the direction of the City Engineer.

iv. For trees, apply a one-time application of soil sulfur to all areas where branches are removed.

1. Treat the wounds and/or cuts made to the roots and salvaged plant materials with powdered sulfur or bactericide on the same day that the cut and/or wound is made.
2. Make cuts so damage to the cambium layer of the tree and exposed weakness are minimized.

3. Carefully plan the excavation and root selection process for salvaged materials to ensure that the remaining roots will supply a structurally sound foundation.

f. Excavating Plant Materials:
   i. Use only non-mechanized methods for the excavation of plants to be salvaged.
   ii. Saw roots off at the edge of the rootball with a sharp pruning saw.
   iii. Excavate the rootball to be rectilinear, widest at the top and tapering toward the bottom in accordance with the industry standard.

g. Boxing Plant Materials:
   i. Hand dig and box plants as necessary, as indicated by Contract Drawings and Specifications, and as directed by the City Engineer.
   ii. Water plants as needed depending on the season or as otherwise instructed by the City Engineer.
   iii. Box/Root Ball Size:
      1. Determine the box size as follows:
      2. Choose box sizes that will maximize the chances of survival for the roots but that are within economic constraints.
      3. Base box sizes for trees on Table-1.

Table-1 Box Sizes for Trees	
Trunk Caliper (Inches)	Box Size (Inches)
0 to 2-1/2	24
2 to 3-1/2	30
3 to 5	36
5 to 7	42
6-1/2 to 9-1/2	48
8-1/2 - 11	54
11 to 13	60
12 to 15	66
14 to 17	72
16 to 20	78

      4. Indicate the box size on flagging tape attached to the plant.
         a. Label the caliper of the tree and the identification (ID) number corresponding to the tag on the tree on the box itself.
      5. Side Boxing:

a. Provide side boxing consisting of 4 tapered box sides that enclose and preserve a rectilinear root ball, while exposing the top and bottom of the root ball with minimum damage to the root system.
b. Secure the box sides with horizontal banding.
c. Provide 3/4-inch wide steel strip banding with a minimum thickness of 0.025 inch.
d. Water thoroughly and repack dirt as needed.

6. Topwood:
   a. Place topwood so it minimizes the movement of the plant and its root system, and reduces loss of soil.
   b. Securely anchor topwood to the box.
   c. Secure the box sides with horizontal banding
   d. Pack dirt tightly into any space between the box sides and the root ball.
   e. Water thoroughly and repack dirt as needed.
7. Bottoming:
   a. Leave plants side boxed for a minimum of 2 weeks and a maximum of 3 weeks, prior to bottoming.
   b. Bottom each plant after cutting the remaining roots, minimizing the loss of soil from the bottom of the root ball.
8. Removing and Transporting Salvaged Plants:
   a. Before salvaged plants can be transplanting to the indicated new locations or locations designated by the City Engineer, the condition of the plant materials must be reviewed by the City Engineer.
   b. In order for the condition of the salvaged plants can be reviewed, notify the City Engineer prior to transplanting each salvaged plant to the indicated new locations.
   c. Remove and transport salvaged plants to the approved temporary nursery without damaging the plant or box.
   d. Take care so that branches are not broken or otherwise damaged by equipment or while transporting the plant materials.

h. Salvage Operations Plan
   i. The Contractor shall submit a Salvage Operations Plan for the review and approval of the City Engineer prior to the beginning of any ground breaking work by the Contractor. The Salvage Operations Plan shall be contained in a three ring binder(s) and shall be typed on 8 ½ inch x 11 inch sheets. The Contractor shall submit four (4) copies of the Salvage Operations Plan to the City Engineer at the pre-construction meeting.

ii. The Salvage Operations Plan shall contain as a minimum the following items and the plan shall conform to the City of Scottsdale MAG Supplemental Specifications and Standard Details and these Special Provisions.

1. The Salvage Operation Plan shall clearly demonstrate to the City Engineer how the Contractor's salvage operations methods and approach will be accomplished from April 1 through September 30.
2. Methods for coordinating the salvage of all collected stock with anticipated phasing and sequencing of construction per stationing limits and the development of temporary nursery.
3. Existing and temporary location of each collected stock (if different than shown on the plans).
4. Identification numbers of each collected stock item (if different than shown on the plans).
5. Sources of collected/open stock (if required to supply replacements for the materials that are lost due to excessive mortality on this project).
6. A section identifying the proposed nursery location as shown on project plans. This chosen location shall include a photo inventory of the existing conditions of the nursery location and the Contractor's proposed re-establishment of the areas disturbed as part of the nursery development.
7. A list of all materials and equipment proposed for incorporation into the work. The Contractor shall have materials and equipment correctly marked on each copy of the list. The list shall show the catalogue numbers, manufacturer's names, model numbers, sizes, capacity, complete specifications, instructions, design data and/or drawings to determine whether or not each piece of material or equipment is acceptable.
8. List of mechanical and hand equipment to be used to accomplish all salvage operations.
9. Shop drawing(s) of all bracing, transport bracing and cradle details.
10. A description (in detail) of the hardware and materials, stock removal procedures and transporting methods plus all other methods to accomplish the salvaging all local stock per the project plans and the requirements of these Special Provisions.
11. A section within the plan that identifies the "Watering Plan."
    a. The Watering Plan shall include applicable drawings, details and documentation to demonstrate how the plant material (nursery) will be watered from the initiation of the salvaging activities. The Plan shall

identify the source of water; its capability to deliver water in sufficient quantity to meet the project needs.

b. The proposed layout of piping for delivering water from the source to the stored plants.

c. The total quantity of water anticipated to be used on the project; monthly estimates of water consumption by species type (in the field-boxed and nursery condition) including, at a minimum, a breakout of monthly adjustments for seasonal conditions; and protection of the watering method from damage by animals, insects and/or other detrimental conditions.

i. The City Engineer will be the sole judge of the acceptability of the recommendations within the Salvage Operations Plan and will notify the contractor within 21 days of the acceptability of the plan.

j. The City reserves the right to reject at any time the contractors salvage operations plan based on the review of the qualifications statement and/or performance of the work herein.

k. The work shall also include the machinery, equipment, labor and materials required to provide and supply all boxing materials, irrigation water, construct and maintain the nursery; transporting the local stock to the nursery, distributing water to the plants from the initiation of the salvaging operations and/or from the time of placement of the plants in the nursery as applicable.

l. The documentation, measurement, and inspection of local stock as identified herein; the preparation, modifications and reproduction of a Salvage Operations Plan.

    i. Mixing and applying chemical solutions, fertilizers and amendments.

    ii. Hauling the plants to their temporary nursery, including furnishing all labor, material, equipment, and safety control devices to dig, box, lift, and transport the trees and cacti to the temporary nursery site.

    iii. Water the plants.

    iv. Storage and protection of all unplanted local and/or City Engineer approved collected/open stock to replace plants lost due to excessive mortality and other materials.

    v. Bracing; guying; staking; and wrapping; the cleanup of the area, disposal of unwanted and deleterious materials.

    vi. The care and maintenance of the plants all in accordance with the plan shall conform to the City of Scottsdale MAG Supplemental Specifications and Standard Details, the project plans and these Special Provisions.

m. All landscape items shall be completed within the number of days identified for the project, including documenting the conditions of the plants to be salvaged, side boxing and salvaging of plant material, and nursery storage.

n. The provisions of Subsection 108.09 - Failure to Complete the Work on Time will apply to all items of the salvage operations work under Section 430. The original amount, as used in Subsection 108.09 of the Standard Specifications, will mean the original contract amount of all items of work as described herein.

H. Repair/Restoration:

a. Replace and/or repair, in kind, any plant material, geological, natural or manmade features disturbed or destroyed within or outside the limits of the Contract which were to be protected in place during Salvage Operation activities that has been damaged or destroyed with like-kind and size plant material as approved in advance by the City Engineer and at no increase in Contract Price.

b. Repair damaged areas to their previous condition to the satisfaction of the City Engineer.

c. Fill-in and compact all pits left from removal of salvaged plants or as directed by the City Engineer.

I. Site Quality Control:

a. Inspections:

i. Daily Plant Salvage Log:

1. Keep a daily log of all plant salvage related activities on the Contract.
2. The daily log must contain a record of the number of trees that are dug and side boxed per day, and when bottoming and moving takes place.
3. Refer to the plant inventory provided by the City Engineer listing all plants to be boxed.
4. Pre-printed log sheets will be available to record the necessary information.
5. Submit the Daily Plant Salvage Log to the City Engineer for approval weekly.

ii. The City Engineer will observe salvage, transportation, and storage operations periodically to review overall conditions including compliance with accepted maintenance standards.

1. The Work and equipment will be observed by the City Engineer, and must be approved by him.
2. The record photographs and visual inspections will be used as tools by the City Engineer to determine if the health and/or vigor of the salvaged trees and cacti are in reasonably close conformity to the appearance each displayed prior to its initial removal and transplant.
3. The City Engineer will review transplanted material every month for overall condition.

a. The City Engineer and the Construction Manager will together calculate the acceptable mortality quantity (AMQ) of each species.

b. The acceptable mortality quantity (AMQ) for each species is determined by multiplying the assigned acceptable mortality quantity percent (AMQP) as indicated in Table-2 by the total species amount, and rounding the result down to the nearest whole number.

Table-2 Acceptable Mortality Quantity Percent (AMQP)		
Species	Common Name	AMQP
Ferocactus wislizenii	Fishhook barrel	25
Olneya tesota	Ironwood tree	10
Parkinsonia microphyllum	Foothills Palo Verde	10
Parkinsonia floridum	Blue Palo Verde	10
Prosopis juliflora	Native mesquite	10

b. Non-Conforming Work

i. If the material inspected is deemed by the City Engineer to be in unsatisfactory condition prior to completion of the Contract, replace the material with like kind and size at no increase in Contract Price.

1. If the acceptable mortality quantity (AMQ) is exceeded for any species, obtain replacement trees or cactus of the same species and of equal size, quality, and caliper and/or height (cacti) from other approved sources for the unacceptable plant materials.
2. Replacement plant materials will likewise be observed by the City Engineer, and are subject to the same inspection and acceptance requirements as salvaged plants.
3. Remove salvaged and replacement plant materials determined to be unacceptable by the City Engineer from the nursery within 15 working days from notification.

J. Clean Up:

a. Clean up the debris from salvage operations, and remove it offsite in a legal manner.

b. Waste Management:

i. Gather and dispose of spoils and vegetative waste, including dead and damaged plants and the trimmings accumulated from the operations.

ii. Dispose of spoils and vegetative waste offsite in conformance with the regulations imposed by the local authorities, and in an area approved for such disposal by the local authorities.

K. Maintenance:

a. Watering Stored Salvaged Plants:

i. Watering is the responsibility of the Construction Manager.

b. Salvaged Plant Watering Schedule:

i. Water the plants as needed, depending on the season, to keep the stored plants healthy.

ii. Water plants 3 times a week from May through October.

iii. Water pants 2 times a week from November to April.

c. Boxed Material:

i. Water boxed material until water runs from the bottom of the box to insure the soil is totally saturated.

ii. Typically, the entire rootball should be saturated in 4 hours.

d. Cacti Material:

i. Water cacti using a drip irrigation line in a well around the base and insuring that water does not come in direct contact with the cactus base.

ii. Periodically check rootballs for excessive runoff caused by cavities in the soil and holes in box sides.

iii. Repack soil and repair boxes as necessary, causing minimal damage to the rootball.

e. Weeding and trimming:

i. Maintain the boxed plants in a weed free condition and trim all suckers at the base of the plants.

f. Pest Control:

i. Spray trees with appropriate pesticides as directed by City Engineer.

g. Disease Control:

i. Use soil sulfur for disease control on cacti

h. Irrigation:

i. Check the irrigation system and delivery to each plant for proper function and distribution of appropriate water quantities.

i. Fertilization:

i. Slow Release Fertilizer:

1. Fertilize trees with 19/3/10 slow release fertilizer in late February and early July per Table-3.

Table-3 Slow Release Fertilizer Application	
Box Size (Inches)	Number of Cups
24	1
30	1.5
36	2
42	2.5
48	3
54	4
60	5

ii. Nutrient Replacement

1. Apply nutrient replacement to all trees and shrubs.
   - *a.* Use one-half pound per 25 gallons of water for 2 applications at 30 Day intervals.
   - *b.* For additional monthly applications use one-fourth pound per 25 gallons of water.

iii. Apply nutrient replacement to boxes per Table-4.

Table-4 Nutrient Replacement	
Box Size (Inches)	Number of Gallons
24 - 30	5
36 - 42	10
48 - 54	15
60 - 72	20
84 and greater	25

j. Mulching

i. Cover the top of the rootball of boxed plants with 4 inches of organic compost.

430.5 PROJECT CONDITIONS

Add the following to this subsection:

Bidders are encouraged to visit the job site prior to bidding on this project, and to satisfy their concerns as to the magnitude of the work involved.

Water costs are the Contractor's responsibility until Final Acceptance or the end of Plant Maintenance Period whichever is longer and until the water meters are transferred to the City of Scottsdale.

Existing utilities, work installed as part of the project by others, and improvements not designated for removal shall be protected in place. The Contractor shall repair any damage at no additional cost to the Project.

Unless otherwise provided, all landscape plantings, irrigation supplements, and other improvements shall be constructed after rough grading has been completed to within one tenth of a foot (0.10') from the subgrade elevation necessary to meet the finish grading requirements.

The Contractor shall obtain copies of the as-builts of the existing irrigation systems within the right-of-way. Avoid damage to portions of the existing system not scheduled for modifications.

Determine location of underground utilities through Blue Stakes or other approved methods and perform work in a manner, which will avoid possible damages. The Contractor, at no additional cost to the project, will repair any damages to staked utilities. Hand excavate, as required when working in close proximity to any underground utilities. Maintain stakes by others until all affected parties agree to removal. The Contractor must meet all MAG and Blue Stake requirements.

430.6 COORDINATION AND SCHEDULING

Add the following to this subsection:

Planting Schedule: Submit planting schedule, indicating dates for each type of landscape work during landscape installation. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delay.

430.7 WARRANTY

Add the following to this subsection:

Remove and replace installed plant material found to be dead, in unhealthy condition, vandalized or damaged by vehicular traffic at any time during warranty period or as directed by the City Engineer. Replace plant material that is in doubtful condition at end of warranty period unless, in opinion of City Engineer, it is advisable to delay replacement. If replacement is delayed, another inspection will be conducted at an agreed upon date to determine acceptance or rejection. Only two replacements (per tree, shrub, or cacti) will be required during the warranty period, except for loss or replacements due to failure to comply with specified requirements.

Replacements made during the Special 1-year Warranty period shall be done within 10 days of written notice from the City Engineer according to the plans and Special Provisions herein. The City Engineer shall approve replacement material prior to planting.

430.8 TREE AND SHRUB (GROUNDCOVER) MAINTENANCE

Add the following to this subsection:

The work of this subsection shall include the maintenance of all installed plants, regardless of species plant type or source of origin.

Unless otherwise authorized, the Contractor shall maintain all landscape areas on a continuous basis as they are completed during the course of work until accepted or until the final Plant Maintenance Inspection, as applicable. The Contractor shall provide adequate personnel to accomplish the intended maintenance. Maintenance shall include keeping the landscape areas free of debris on a weekly basis, chemical control of weeds and fertilization as needed, cultivating the planting areas, and pruning of plant material when appropriate. Make replacements within 10 days of notification from the City Engineer. Remove dead, damaged or vandalized plants within 10 days of notification. Replacement of dead, damaged or vandalized plants shall be of the same kind and size as originally specified and shall be installed as described in the contract documents at no cost to the Owner.

Plants shall be kept in a healthy, growing condition by watering, pruning, spraying, weeding and any other necessary operation of maintenance. Plant saucers and beds shall be kept free of weeds, grass and other undesirable vegetation. Plants shall be inspected at least once per week and appropriate maintenance performed. Pruning and re-staking is to include removal of any growth conflicting with vehicular/pedestrian movement and/or site visibility requirements.

Chemical mixing and method of application for weed control shall be done in the presence of the City Engineer. Chemical application for weed control shall not apply to areas that are hydroseeded with a native seed mix.

The Plant Maintenance Period for the installed plants and irrigation supplements shall not be considered within the allotted contract period. If the landscape areas are improperly maintained, if appreciable plant replacement is required (for whatever reason), if corrective work is required for the operation of the irrigation system, or if other corrective work is necessary, the Plant Maintenance Period shall be extended and the Contractor shall continue to maintain the entire site until accepted at no increased cost to the Project.

Pre-Maintenance Inspection: An inspection will be performed upon substantial completion of all planting/irrigation work under this contract. Contractor shall notify the

City Engineer within 5 days of inspection to arrange schedule. The City Engineer, contractor and such others as the City Engineer shall direct, shall be present at the inspection. Subsequent to the inspection, the City Engineer shall issue the effective beginning date for the Plant Maintenance Period. At his sole discretion, the City Engineer may issue beginning dates for portions of the landscaping.

Work requiring corrective action in the judgment of the City Engineer shall be performed within 5 days after the pre-establishment inspection. Corrective work and materials replacement shall be in accordance with the plans and these Special Provisions and shall be made by the contractor at no cost to the Owner. When inspected work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by City Engineer and found to be acceptable. Remove rejected plants and materials promptly from the project site.

Final Maintenance Inspection: At the end of the Plant Maintenance Period, an inspection of planting areas will be made by the City Engineer in the presence of the contractor to accept the landscape/native seeding installation and/or to substantiate that the completed work is in compliance with the requirements of the project. At the time of final establishment inspection, the contractor shall have all planting areas under this contract free of weeds and neatly cultivated. All plants shall be alive and healthy, without signs of stress. At the end of the Plant Maintenance Period and at the City Engineer's option, the period for replacements and/or individual plants in question may be extended for up to two months before a final determination is made without additional cost to the project. Replacements will be governed by these Special Provisions as if they were new installations.

If, after the Final Maintenance Inspection, the City Engineer is of the opinion that all work has been performed as per the plans and these Special Provisions and that all plant materials are in satisfactory growing condition, he/she will give the contractor written notice of final acceptance of the landscape installation and commencement of the 1-year warranty period.

Work requiring corrective action or replacement in the judgment of the City Engineer shall be performed within 10 days after the Final Establishment Inspection. Corrective work and materials replacement shall be in accordance with the plans and these Special Provisions, and shall be made by the Contractor at no additional cost to the project. Maintain corrected work until re-inspected by City Engineer.

430.9 LANDSCAPE MAINTENANCE

Remain in its entirety as part of these special provisions.

430.11 PRODUCTS

430.11.4 SOIL AMENDMENTS

Add the following to this subsection:
Herbicides and Pesticides: Contact herbicides and pesticides used must comply with all applicable state and Federal laws and be registered with the U.S. Environmental Protection Agency. Contact herbicides shall be quick acting and permit planting within 7-10 days of their use.

Pre-emergent Herbicide: Shall be Surflan or approved equal. Pre-emergent Herbicide shall be applied before and after decomposed granite application.

Soil Sulfur: Shall be elemental sulfur (99.5% pure), commercially prepared so that 100% passes through a 15 mesh screen and 50% passes through a 50 mesh screen.

The Contractor shall produce a 5 cubic yard sample of the soil and conduct two representative soil fertility tests as identified in these Special Provisions. The structural soil fertility tests are separate and in addition to those identified elsewhere in these Special Provisions. Amendments shall be added to the native soil as recommended by the fertility tests. No additional measurement or payment will be made for the fertility testing or the amendment incorporation.

430.11.5 FERTILIZER

Add the following to this subsection:

Commercial Fertilizer: Fertilizer shall be a commercially prepared product (Ammonium phosphate) with an N-P-K value of 16-20-0, or approved equal.

430.11.7 WEED CONTROL BARRIERS

Add the following to this subsection:

All non-paved areas, as directed by the City Engineer, shall be treated with a chemical control, such as Roundup or equal, to control and kill weeds. After weed kill has been established to the satisfaction of the City Engineer, these areas shall be cleared and grubbed. For any undesirable vegetation that cannot be eradicated by approved chemical methods, the Contractor is required to mechanically remove such vegetation at no additional cost to the Project.

Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions, and as approved for use as a chemical per Arizona Certified Pest Control advisor. Apply to control weeds as

recommended by the material supplier. Take care not to over spray onto adjacent landscaping.

430.12 EXECUTION

430.12.1 EXAMINATION

Add the following to this subsection:

All planting areas shall be left free of construction debris and/or toxic material and sub-graded to a level to permit landscape and irrigation construction. Trenches, foundation backfill or other filled excavations shall be compacted prior to the site being turned over to the Contractor. No soil preparation or planting shall begin before the site has been cleared and cleaned of debris.

Commencement of work indicates acceptance of job site conditions.

As soon as possible after all or portions of the site become available for landscaping, the contractor shall contract with a licensed soils lab to test a minimum of six soil samples (1-2 ft depths) at locations within the landscaped areas approved by the City Engineer of the existing in-situ soil for use in agricultural fertility analyses. The soil analyses shall include all characteristics necessary to make fertility recommendations for ornamental landscape, lawn and garden applications. The report shall include analyses showing PPM of Ca, Mg, Na, K, Fe, Zn, Cu, S, Mn, B, nitrate, nitrogen, and phosphorus at the test locations. The report shall also include levels of salinity, pH, sodium, soluble salts, organic matter percentage, exchangeable sodium percentage, electrical conductivity, and free lime, and include recommendations for soil amendments to correct deficiencies, to eliminate conditions detrimental to plant growth, and to improve the soil fertility.

Provide the test results and recommendations to the City Engineer for review. If, in the opinion of the City Engineer, the test results warrant a change in the soil amendments, the City Engineer will request a proposal from the Contractor for incorporating the additional amendments into the project. Changes to soil amendments from those specified in these contract documents will be paid for under a separate contract modification. The costs of the soils testing shall be included in the costs of contracted items; no separate measurement or payment will be made for soils testing.

430.12.2 PREPARATION

Add the following to this subsection:

Prior to excavation, lay out individual trees, shrubs, and cacti for the City Engineer to approve. Make adjustments to plant arrangements as requested.

Any existing plant designated to remain in place based on the project limits shall be fully protected during all construction activities. When any trees, shrubs, and cacti are to remain in place and are damaged or removed by the contractor, the City Engineer shall have the contractor remove and grub those trees, shrubs, and cacti that are damaged and provide and install an equivalent equal-sized like-kind replacement plant. The City Engineer will be the sole judge in identifying damaged trees, shrubs, and cacti. All labor and costs for replacing the damaged plants shall be at the contractor's expense.

430.12.3 PLANTING SOIL PREPARATION

Add the following to this subsection:

Surface applications of fertilizer (as shown in the planting details) will not be required.

430.12.5 EXCAVATION FOR TREES AND SHRUBS

Add the following to this subsection:

Prior to planting as directed by the City Engineer, test the percolation of up to twenty five tree and shrub planting pits to determine adequate drainage. Fill pit full with water. Allow 24 hours to drain. If pit has not substantially drained, notify the City Engineer and submit a proposal in writing to correct the situation.

430.12.6 PLANTING TREES AND SHRUBS

Add the following to this subsection:

Plant trees, shrubs, and cacti after final grades are established unless otherwise approved in writing. Set plant material plumb and in center of pit or trench with top of ball at an elevation necessary to accomplish finished grade. Remove pallets or containers before backfilling. Do not handle container plants by foliage, branches or trunks. After removing plant from container, scarify side of root ball to eliminate root bound condition. Do not plant stock if root ball is cracked or broken. Backfilling is to be done with native soil as per the City of Scottsdale Supplement to MAG.

430.12.8 TREE, CACTUS, AND SHRUB STAKING

Add the following to this subsection:

Stake all trees per the drawings and the City of Scottsdale Supplemental Details. Set stakes vertically and spaced to avoid penetrating balls or root masses. Tree ties are to be placed for maximum support.

430.12.14 CLEAN UP AND PROTECTION

Add the following to this subsection:

During landscape work, keep pavements clean and work areas in orderly conditions. Sweep, scrub or hose affected areas as directed by the City Engineer to maintain a clean and neat work area.

ITEM 430003: DECOMPOSED GRANITE, (STABILIZED)

Description:

The work under this item includes furnishing, placing and compacting the decomposed granite and shall be in accordance with MAG Section 795.8.4. at the locations shown on the plans and specified herein.

Materials:

The Contractor shall confirm that a sufficient quantity of decomposed grainte is available so that the entire area will be of the same composition and appearance, and shall furnish a sample to the Engineer for approval as to color.

Construction Requirements:

Prior to installation, the area shall be level and free of trash, debris and stones larger than 1” in any dimension. Area shall be smooth graded to the elevations shown on the plans.

After preliminary grading is completed and the area has been cleared and grubbed, a pre-emergence control, such as Surflan, or equal, shall be applied over the entire area, in accordance with the manufacturer's recommendations. The decomposed granite shall be evenly distributed over the area with a minimum depth of 4 inches. Finish grading will be accomplished and the granite will be lightly watered and then compacted to an extent satisfactory to the Engineer. After compaction, a second treatment with the pre-emergence control will be accomplished.

Method of Measurement:

Measurement for matching granite mulch (regardless of color or gradation) shall be made on the basis of the contract unit price bid per square yard. Depth of Decomposed Granite shall be 4”.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to provide and install matching granite mulch (regardless of color or gradation) materials, complete in place including but not limited to layout, excavation, backfill and soil preparation according to the plans, details, these special provisions and the plant maintenance period.

ITEM 430009 HYDROSEEDING (NATIVE SEED MIX)(DESERT RESTORATION)

Method of Measurement:

Measurement for hydroseeding a native seed mix shall be made on the basis of the contract unit price bid per acre.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to provide and apply Hydroseeding for the Native Seed Mix, complete in place including but not limited to furnishing all contracted-specified native seeds, testing, preparing the soil, furnishing and applying soil amendments and tillage, applying contracted-specified native seed mix, furnishing and applying affixing final straw mulch cover and maintaining seeded areas during maintenance and establishment periods in accordance with the plans, details, and these Special Provisions.

ITEMS FOR TREES, SHRUBS, CACTUS AND SAGUAROS (VARIOUS SIZES AND SPECIES PER BID SCHEDULE):

- ITEM 430201 SHRUBS, 1 GAL (COS 2620)
- ITEM 430202 SHRUBS, 5 GAL (COS 2620)
- ITEM 430203 CACTUS, 5 GAL (COS 2620)
- ITEM 430204 CACTUS (OCOTILLO) (15 GAL) (8 CANE MIN) (COS 2620)
- ITEM 430302 TREES, 15 GAL (COS 2620)
- ITEM 430502 SAGUARO (6’ MIN HT) (COS 2620)

Method of Measurement:

Measurement for trees, shrubs, cactus and saguaros (regardless of size and species) shall be made on a per each basis.

Basis of Payment:

Payment for trees, shrubs, cactus and saguaros (regardless of size and species) shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to the installation of landscape plant materials, complete in place including but not limited to layout, excavation, backfill and soil preparation according to the plans and these Special Provisions and the Plant Maintenance Period.

There will be no separate measurement and payment for the Plant Maintenance Period. This cost shall be included in the applicable landscape bid item. Ten (10) percent of the landscaping bid item amount will be withheld until the completion and acceptance of the Plant Maintenance Period, at which time payment of these remaining monies will be

paid to the Contractor. Traffic Control, if required, is considered as incidental to the contracted item, and no separate measurement and payment will be made for this work.

ITEM 430604 SALVAGE & RELOCATE NATIVE CACTI (SAGUARO) (COS 2620)

Method of Measurement:

Measurement for Salvage & Relocate Native Cacti (Saguaro) shall be made on a per each basis.

Basis of Payment:

Payment for Salvage & Relocate Native Cacti (Saguaro) shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to salvage Native Cacti, relocate in the temporary nursery location, maintain the health, irrigate, and to plant in final location in accordance with the plans, details, and these Special Provisions

ITEM 430621 SALVAGE & RELOCATE NATIVE TREES (COS 2620)

Method of Measurement:

Measurement for Salvage & Relocate Native Trees shall be made on a per each basis.

Basis of Payment:

Payment for Salvage & Relocate Native Trees shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to salvage, relocate & maintain in the temporary nursery location, maintain the health, irrigate, and relocate native trees to final location in accordance with the plans, details, and these Special Provisions.

ITEM 430702 NATIVE PLANT SALVAGE/STORAGE (TEMPORARY NURSERY)

Method of Measurement:

Measurement for native plant salvage/storage (temporary nursery) shall be made on a lump sum basis.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, and equipment necessary to prepare and install the temporary nursery, and maintain the health and irrigate the salvaged plant material in the location shown on the native plant inventory plans. If necessary, the native plant salvage/storage (temporary nursery) maintenance period shall be extended by the City Engineer and the Contractor shall continue to store

and maintain the salvaged native plant material on a monthly rate for 12 months basis as approved by the City Engineer.

ITEM 430835 LANDSCAPE RESTORATION

Method of Measurement:

Measurement shall be made on a lump sum basis.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, and all other items necessary and incidental to restore the existing landscape areas back to either a natural desert pavement or decomposed granite condition in accordance with the plans, details, and these Special Provisions.

ITEM 430836 LANDSCAPE (PROTECT IN PLACE - TREES, SHRUBS, AND CACTUS)

Method of Measurement:

Measurement shall be made on a lump sum basis.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, and all other items necessary and incidental to provide landscape maintenance including pruning for clearances and adjustments to existing tree stakes, adjustments for hoses and guy wires for all trees, shrubs, and cactus identified to remain protected in place and within the Limits of Disturbance, regardless of species plant type or source of origin in accordance with the plans, details, and these Special Provisions.

ITEM 430901 STORM WATER POLLUTION PREVENTION PLAN, MAINTENANCE AND PERMITS

Description:

Storm Water Pollution Prevention Plan, Maintenance and Permits shall conform to ADOT Section 810 Erosion Control and Pollution Prevention or as modified herein.

STORMWATER POLLUTION PREVENTION PLAN, PERMIT, & MAINTENANCE COMPLIANCE WITH AZPDES GENERAL PERMIT NO. AZG2013-001

1. GENERAL:

This project is subject to the terms and conditions of Arizona Pollutant Discharge Elimination System (AZPDES) General Permit No. AZG2013-001 for Storm Water Discharges from Construction Activities. Under the provisions of the AZPDES General Permit, both the City of Scottsdale and the Contractor shall be designated as operators, and both must ensure compliance with the terms and conditions of the AZPDES General Permit. AZPDES General Permit No. AZG2013-001 was issued by the Arizona Department of Environmental Quality (ADEQ) on June 3, 2013.

Work under this item shall consist of preparing all required documents and certifications, performing inspections, and furnishing all materials, labor, and equipment necessary to comply with all requirements of AZPDES General Permit No. AZG2013-001 for Storm Water Discharges from Construction Activities. The work shall also include providing, installing, maintaining, removing and disposing of erosion and sediment control measures such as gravel filter berms, dikes, catch basin inlet protection, end-of pipe filtering devices, silt fences, dams, sediment traps and basins, netting, straw bale barriers, slope drains, and other erosion control devices or methods.

2. PERMIT REQUIREMENTS:

Please note that the terms and conditions of AZPDES General Permit No. AZG2013-001, except to the extent that more explicit or more stringent requirements are written directly into the contract documents, have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

Both the City of Scottsdale and the Contractor are designated as operators of the construction site, and both must complete a Notice of Intent (NOI) to comply with the terms and conditions of AZPDES General Permit No. AZG2013-001 for Storm Water Discharges from Construction Activities. The NOIs must be signed in accordance with the signatory requirements of the AZPDES General Permit, and must contain all required eligibility certifications. The Project Manager for the City of Scottsdale will ensure that both the Contractor's and the City's completed and signed NOIs are submitted to the ADEQ. A blank NOI form is attached to these project specifications for use by the Contractor.

It shall be the responsibility of both the City of Scottsdale and the Contractor to administer a joint Storm Water Pollution Prevention Plan (SWPPP) and ensure its compliance with the minimum conditions of the AZPDES General Permit, including measures to protect impaired or unique waters, measures to protect threatened and/or endangered species, and measures to protect properties eligible for protection under the National Historic Preservation Act. The SWPPP prepared by the Contractor and reviewed by the City of

Scottsdale must reflect the Contractor's entire scope of activities at the job site as anticipated for the duration of the construction activities. The Contractor must indicate in the SWPPP those changes in job site requirements and/or the order of work performance that will require modifications to the SWPPP, and include those modifications in the SWPPP.

Once completed, it shall be the responsibility of the City of Scottsdale to review and approve the joint SWPPP prior to the start of work. The preconstruction conference shall not be held and the Contractor shall not be allowed to start work until the City of Scottsdale has approved the SWPPP as being adequate and in accordance with the requirements of the AZPDES General Permit. The City of Scottsdale shall approve or not approve the SWPPP within seven (7) calendar days after receipt of the SWPPP from the Contractor for purposes of review. Failure of the Contractor and the City of Scottsdale to reach agreement on the adequacy of the SWPPP prior to the preconstruction conference will delay the start of work. The Contractor shall not be entitled to additional compensation for costs that result from such delay in the construction start date.
The SWPPP is not to be submitted to the ADEQ unless directed to do so by the City's Project Manager or in response to a direct request from the ADEQ Director (or authorized representative). If the SWPPP must be submitted to the ADEQ for review and approval, authorization to discharge under the AZPDES General Permit may be withheld by ADEQ for up to thirty-two (32) business days after receipt of the SWPPP.

It shall be the responsibility of the Contractor to implement the SWPPP, and ensure day-to-day compliance with the terms and conditions of the SWPPP and the AZPDES General Permit. The Contractor shall, with the approval of the City's Project Manager, update and revise the SWPPP as necessary throughout the duration of the project to ensure compliance with the AZPDES General Permit requirements.

The Contractor shall retain a copy of the SWPPP and the AZPDES General Permit at a central location on the job site for the use of all operators whenever they are on the construction site. A copy of the signed SWPPP must be retained on the construction site or at another location easily accessible during normal working hours.

All subcontractors and construction site operators having control over only a portion of the construction site shall comply with the requirements of the AZPDES General Permit and the common SWPPP under the supervision of the Contractor. The Contractor shall ensure that all partial site operators having day-to-day operational control of activities necessary to ensure compliance with the SWPPP or other permit requirements submit NOIs to ADEQ as required by the AZPDES General Permit. Subcontractors and partial site operators shall ensure that their activities do not render any other party's pollution prevention plan measures ineffective.

The Contractor shall obtain and incorporate into the SWPPP copies of all NOIs required by the AZPDES General Permit. The Contractor shall ensure that all required documents are complete and accurate, and all required NOIs are received by ADEQ at least two (2)

business days before a contractor, subcontractor, or partial site operator is allowed to perform any work at the construction site.

The Contractor shall submit the Contractor's completed and signed NOI form to the ADEQ at the following address:

Arizona Department of Environmental Quality
Water Permits Section/Stormwater NOI (5415B-3)
1110 West Washington Street
Phoenix, Arizona 85007
Or fax to (602) 771-4674

The Contractor shall provide a copy of the Contractor's completed and signed NOI form to the City's Project Manager at the preconstruction conference. The City's Project Manager shall ensure that a copy of the Contractor's completed NOI form along with a copy of the City's completed NOI form is incorporated into the SWPPP.

Failure by the Contractor to provide copies of the required completed NOI forms by the time of the preconstruction conference shall cause a delay in the construction start date. The Contractor shall not be entitled to additional compensation for costs that result from such delay in the construction start date.

The Project Manager for the City of Scottsdale shall also send copies of the completed NOI forms to:

City of Scottsdale
Planning & Development Department
Development Services Division
Civil Engineering Plan Review Section
7447 E. Indian School Road
Scottsdale, AZ 85251

The Contractor must submit an amended NOI if ADEQ provides notification that the previously submitted NOI is incomplete. The amended NOI must be submitted to the ADEQ, the City's Project Manager, and if so directed by the City's Project Manager, to the City's Planning & Development Department.

The Contractor may assume coverage under the AZPDES General Permit two (2) business days after receipt of the NOI by ADEQ; unless ADEQ provides notification that the NOI needs additional evaluation. Such notification may be made in writing, electronically, by fax, or by phone; and will typically be made within two (2) business days after receipt of the NOI. The Contractor cannot assume coverage under the permit and must delay the start of construction for a period of thirty-two (32) business days after receipt of the NOI by ADEQ, unless additional notice is received from ADEQ during this time period. If there is no additional notice, the Contractor may assume coverage under

the AZPDES General Permit and initiate construction activities at the end of the 32 business days.

3. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS:

The SWPPP must be prepared prior to submitting the NOI to ADEQ for coverage under AZPDES General Permit, and the Contractor must implement the SWPPP as written from the initial commencement of construction activity until final stabilization is complete. The SWPPP must be prepared in accordance with good engineering practice, and must:

(a) Identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges from the construction site;
(b) Identify, describe and ensure implementation of best management practices (BMPs) that will be used to reduce the amount of pollutants in storm water discharges from the construction site;
(c) Assure compliance with the terms and conditions of AZPDES General Permit No. AZG2013-001 for Storm Water Discharges from Construction Activities; and
(d) Identify the party responsible for on-site implementation of the SWPPP.

Specific requirements for the contents of the SWPPP include identification of all operators of the project site, and the areas over which each operator has control. The SWPPP must also provide a description of the nature of the construction activity that includes:

(a) A description of the project and its intended use after the Notice of Termination (NOT) is filed (e.g. a municipal park, a municipal building, high density housing, a City street, a water treatment plant, a municipal airport, etc.);
(b) A description of the intended sequence of activities that disturb the soil at the site (e.g. grubbing, excavation, grading, utilities, infrastructure installation, etc.);
(c) The total area of the site, and an estimate of the total area of the site expected to be disturbed by excavation, grading, or other activities, including off-site barrow and fill areas;
(d) An estimate of the runoff coefficient of the site for both the pre-construction and post-construction conditions, and data describing the soil and any existent data on the quality of any discharge from the site;
(e) A general location map (e.g. U.S.G.S quadrangle map, a portion of a city or county map, or other map) with enough detail to identify the location of the construction site and the receiving waters within one mile of the site.

The SWPPP must contain a legible site map completed to scale that shows the entire site, and identifies:

(a) The directions of storm water flow (e.g. use arrows to show which way or ways storm water will flow on, through, and off the site), and the approximate slopes anticipated after major grading activities;

(b) Areas of soil disturbance and areas of no soil disturbance;
(c) Locations of structural and non-structural controls identified in the SWPPP;
(d) Locations where stabilization practices are expected to occur;
(e) Locations of off-site material, waste, borrow areas, or equipment storage areas;
(f) Locations of all surface water bodies (including wetlands);
(g) Locations where storm water discharges to surface water (including dry washes) and to the City's storm sewer system;
(h) Locations and registration numbers of on-site drywells;
(i) Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

The SWPPP must identify the nearest receiving water or waters, including ephemeral and intermittent streams, dry sloughs, and arroyos. If applicable, the SWPPP must also identify the areal extent and describe any wetlands near the site that could be disturbed or that could potentially receive discharges from the disturbed areas of the project.
The SWPPP must identify the location and describe any storm water or non-storm water discharges at the site associated with activity other than construction and other pollutant sources, such as fueling operations, on-site material storage areas, waste piles, etc. This includes discharges from dedicated asphalt plants and dedicated concrete plants that are covered by the AZPDES General Permit.

The SWPPP must identify and address off-site storage areas or borrow areas that are used solely for this construction project.

The SWPPP must describe all pollution control measures that will be implemented as part of the construction project to control pollutants in storm water discharges. For each major activity identified in the project description, the SWPPP must clearly describe appropriate control measures; the general sequence during the construction process when the measures will be implemented; and identify the construction site operator responsible for the implementation of the described control measures.

Off-site material storage areas (including overburden and stockpiles of dirt, borrow areas, etc.) used solely by the Contractor for the permitted construction project are considered a part of the project and must be addressed in the SWPPP.

For purposes of controlling erosion and sediment, the SWPPP must address the following:

(a) Erosion and sediment controls must be designed to retain sediment on the construction site to the extent practicable.

(b) All control measures must be properly selected, installed, and maintained per the manufacturer's specifications and good engineering practices. If periodic inspections or information is discovered that indicates a control has been used inappropriately, or installed incorrectly, the Contractor must replace or modify the control for site situations as soon as practicable and before the next anticipated storm event.

(c) When sediment escapes the construction site, off-site accumulations of sediment must be routinely removed at a frequency sufficient to ensure no adverse effects on water quality.

The SWPPP must describe good housekeeping procedures to prevent litter, construction debris, and construction chemicals exposed to storm water from becoming a pollutant source for storm water discharges.

The SWPPP must include a description of and identify interim and permanent stabilization practices for the construction site, including a schedule of when the practices will be implemented. The SWPPP shall document those areas where existing vegetation will be preserved.

The Contractor must initiate stabilization measures within 14 calendar days in those areas where construction activities have temporarily or permanently ceased, except:

(a) Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.

(b) Where construction activity on a portion of the site has temporarily ceased, but earth disturbing activities will resume in that area within the 14 days. In this event, temporary stabilization measures do not have to be initiated on that portion of the site.

(c) When the site is using vegetative stabilization measures and it is during seasonally arid conditions, vegetative stabilization measures must be initiated as soon as practicable.

The Contractor must maintain the following records as part of the SWPPP:

(a) Dates when major grading activities occur;

(b) Dates when construction activities temporarily or permanently cease on a portion of the site;

(c) Dates when stabilization measures are initiated and completed, and the reasons for any delay.

The SWPPP must describe structural practices to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Placement of structural practices in floodplains should be

avoided to the degree attainable. A combination of sediment and erosion control measures is required to achieve maximum pollutant removal. Sediment basins and velocity dissipation devices must be utilized and placed in accordance with Part IV.D.5 of the AZPDES General Permit.

The SWPPP must include a description of post-construction storm water management measures that will be installed during the construction process to control pollutants in storm water discharges after construction operations have been completed. Structural measures shall be placed on upland soils to the degree attainable, and must be designed and installed consistent with applicable City of Scottsdale storm water management requirements.

The SWPPP must identify all allowable sources of non-storm water discharges listed in Part I.C.2 of AZPDES General Permit No. AZG2013-001 for Storm Water Discharges from Construction Activities except for flows from fire fighting activities. Non-storm water discharges are to be eliminated or reduced to the extent feasible. The Contractor must implement appropriate best management practices (BMPs) to minimize pollutants in any non-storm water discharges, and must describe those BMPs in the SWPPP. Except if used in emergency firefighting, super-chlorinated wastewaters must be held on-site until the chorine dissipates, or otherwise de-chlorinated prior to discharge.

The SWPPP must describe:

(a) Measures to prevent the discharge of solid materials, including building materials, to waters of the United States, except as authorized by a permit issued under section 404 of the Clean Water Act;
(b) Measures to minimize off-site vehicle tracking of sediments, to the extent practicable, and the generation of on-site dust;
(c) Construction and waste materials expected to be stored on-site with updates as appropriate. The SWPPP must also include a description of the controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, and spill prevention and response practices;
(d) Any pollutant sources from areas other than construction (including storm water discharges from dedicated asphalt plants, dedicated concrete plants, and/or any other non-construction pollutant sources), with details of controls and measures that will be implemented at those sites to minimize pollutant discharges; and
(e) Measures to sufficiently stabilize soil at culvert locations to prevent the formation of rills and gullies during construction.

The SWPPP must include a copy of AZPDES General Permit No. AZG2013-001 for Storm Water Discharges from Construction Activities. Copies of the NOIs submitted to ADEQ and/or copies of the certificates received from ADEQ specifying the authorization numbers must also be incorporated into the SWPPP as they become available. If any other agreements with state, federal, or local officials exist that would affect the provisions

or implementation of the SWPPP, copies of these agreements must also be included in the SWPPP. (Please note, these types of agreements would include grading and drainage approvals and/or permits, and storm water management approvals and/or permits issued by the City of Scottsdale Engineering Department.)

The SWPPP must be consistent with applicable federal, state, and local requirements for soil and erosion control or storm water management. The SWPPP may incorporate by reference the appropriate elements of soil and erosion or storm water management plans required by other agencies. A copy of these requirements incorporated by reference must be provided as an attachment to the SWPPP, and must be updated as necessary to remain consistent with any revisions made to the requirements by the responsible agency or agencies.

A schedule for routine inspections of the construction site must be included in the SWPPP. This schedule must comply with Part IV.H.1 and Part IV.H.2 of the AZPDES General Permit.

The Contractor must sign the SWPPP in accordance with Part VII.K of the AZPDES General Permit. A copy of the signed SWPPP must be retained on the construction site or at another location easily accessible during normal working hours.

4. SWPPP IMPLEMENTATION AND CONSTRUCTION REQUIREMENTS:

The Contractor shall not begin any construction activity until all applicable SWPPP controls, devices, and practices have been put into place.

In accordance with the terms and conditions of the AZPDES General Permit, the Contractor shall post the following documents at the construction site near the main entrance:

(a) The AZPDES authorization number for the project or a copy of the NOI if an authorization number has not yet been assigned,
(b) The name and telephone number of a local office or site contact person,
(c) A brief description of the construction project, and
(d) The location of the SWPPP if the site is inactive or does not have an on-site location to store the plan, and the name of the contact person for accessing the SWPPP.

The Contractor shall provide adequate and timely maintenance of vegetation, erosion and sediment control measures, and other protective measures and/or best management practices (BMPs) identified in the site plan or SWPPP to ensure that they remain in effective operating condition. Maintenance needs identified through inspections or other means shall be accomplished as soon as practicable and before the next anticipated storm event. If existing protective measures need to be modified or additional measures added, implementation of these changes must be completed before the next anticipated storm event, if practicable. If not practicable, implementation must be completed as soon

as it is practicable. Sediment and debris must be removed from sediment traps, sediment ponds, trash racks, and similar structures when the design capacity of the structure has been reduced by fifty (50) percent.

The Contractor shall employ qualified personnel as defined by Part IV.H.3 of the AZPDES General Permit to inspect construction site areas in accordance with the requirements of Part IV.H.4 of the AZPDES General Permit. All inspection results shall be documented in reports that, at a minimum, include:

(a) The inspection date;

(b) The name, title, and qualifications of the person or persons performing the inspection. The qualifications must be either on or attached to the report. Alternatively, if the SWPPP documents the qualifications of the person or persons performing the inspection, then that portion of the SWPPP may be referenced;

(c) The weather information for the period since the last inspection (or since the start of construction if this is the first inspection), including the best estimate of the beginning of each storm event, the duration of each event, the time that has elapsed since the last storm event, and the approximate amount of rainfall for each event in inches;

(d) The location or locations of discharges of sediment or other pollutants from the site;

(e) The location or locations and identification of BMPs that need to be maintained, failed to operate as designed, or proved inadequate;

(f) The location or locations where additional BMPs that do not exist at the time of the inspection need to be implemented;

(g) Any corrective actions required, including any changes to the SWPPP that are needed, and the dates for implementation;

(h) Identification of all sources of non-storm water and their associated pollution prevention control measures; and

(i) Identification of material storage areas, and any evidence of or potential for pollutant discharge from such areas.

The Contractor must retain the inspection reports and any records of follow-up actions taken for a period of at least three (3) years from the date permit coverage expires or is terminated. Inspection reports must identify any instance of non-compliance with the terms and conditions of the AZPDES General Permit. Where no instance of non-compliance is identified, the report must contain a certification that the construction

project or site is being operated in compliance with the SWPPP and AZPDES General Permit No. AZG2013-001. The report shall be signed in accordance with Part VII.K of the permit. Copies of all inspection reports shall be provided to the City's Project Manager at least once each month throughout the duration of the project.

Based on the results of the inspection, the Contractor must modify the SWPPP to include additional or modified BMPs designed to correct problems identified. These revisions must be completed within seven (7) calendar days following the inspection. If existing BMPs need to be modified, or if additional BMPs are needed, implementation must be completed before the next anticipated storm event. If implementation before the next anticipated storm event is not practicable, implementation must occur as soon as it is practicable.

The Contractor, with the approval of the City's Project Manager, must amend the SWPPP within fifteen (15) business days whenever:

(1) There is a change in design, construction, operation, or maintenance at the construction site that has a significant effect on the discharge of pollutants to the waters of the United States, and such effect has not been previously addressed in the SWPPP; or

(2) Inspections, monitoring (if required), or investigations by the Contractor, the City of Scottsdale, state officials, or federal officials determine the discharges are causing or contributing to water quality exceedances, or the SWPPP is ineffective in eliminating or significantly minimizing pollutants in storm water discharges from the construction site.

The SWPPP and all reports required under this contract shall be available to the public in accordance with the requirements of section 308(b) of the Clean Water Act. The Contractor shall make plans and reports available upon request to the ADEQ Director (or authorized representative); State, Tribal, or local agency with approval authority for sediment and erosion control plans, grading plans, or storm water management plans; local government officials; or to the operator of a municipal separate storm sewer receiving discharges from the site in accordance with the terms and conditions of the AZPDES General Permit.

The ADEQ Director (or authorized representative) may notify the Contractor and/or the City of Scottsdale at any time that the SWPPP is inadequate, or does not meet one or more of the requirements of Part IV of AZDES General Permit. Within fifteen (15) business days of receipt of such notification from ADEQ (or as otherwise provided by ADEQ), the Contractor must make the required changes to the SWPPP and submit to the ADEQ a written certification that the requested changes were made and implemented. The ADEQ may request submittal or re-submittal of the SWPPP to verify that all deficiencies have been adequately addressed.

No condition of the AZPDES General Permit or the SWPPP shall release the Contractor from any responsibilities or requirements under any other environmental statutes or

regulations, including requirements for the prevention or minimization of the discharge of hazardous substances or oil. If there is a release containing a hazardous substance or oil in an amount equal to or greater than the reportable quantities established under federal regulations that has the potential to impact storm water discharges from this site, the Contractor must report the release to the regulatory agencies in accordance with regulatory requirements. In addition, the Contractor must modify the SWPPP within fourteen (14) calendar days after gaining knowledge of the release to provide a description of the release, the circumstances leading to the release, and the date of the release. The SWPPP must identify measures to minimize and/or prevent the occurrence of such releases, and appropriate measures for responding to such releases. The AZPDES General Permit does not authorize the discharge of any substance resulting from on-site spills, or the discharge of oil or chemicals.

The SWPPP (including a copy of AZPDES General Permit No. AZG003-001) shall be kept on the project site from the date of commencement of construction activities to the date of submittal of the Notice of Termination (NOT). A copy of the SWPPP and the permit shall be retained by the Contractor for a period of at least three (3) years following the date of final stabilization of the construction site. The Contractor shall also retain for the same three-year period all reports required by the AZPDES General Permit and all records of data used to complete the NOI.

It shall be the responsibility of the Contractor to ensure that copies of all documents and records retained by the Contractor in accordance with requirements of the AZPDES permit are also provided to the City's Project Manager.

Within thirty (30) days of the date of final stabilization of the construction site, the Contractor shall submit a completed and properly signed Notice of Termination (NOT) form to the City's Project Manager. The City of Scottsdale will also complete a NOT form, and will submit both the Contractor's and the City's NOT to the ADEQ at the address specified on the NOT form; thereby terminating the Contractor's and the City's AZPDES permit coverage for the project. Copies of the NOT will also be sent to those agencies that received a copy of the NOI. A blank NOT form is enclosed with these project specifications for use by the Contractor.

Method of Measurement:

Measurement for the Contractor's participation in the preparation of the Storm Water Pollution Prevention Plan (SWPPP), the implementation of the SWPPP, Permit, Maintenance, and the modification of the SWPPP as necessary for compliance with AZPDES General Permit No. AZG2013-001 for the duration of this construction project is on the basis of the contract unit price per lump sum.

Basis of Payment:

Payment shall be made monthly with equal payment during the entire construction period with any retention required by the terms and conditions of the construction contract to be paid after filing of the Notice of Termination (NOT).

No separate measurement or direct payment will be made for preparing the Notice of Intent (NOI), the Notice of Termination (NOT), Inspection and Maintenance Reports, or other documentation required to perform the work, the cost being considered as included in the bid item.

SECTION 440 SPRINKLER IRRIGATION SYSTEM INSTALLATIONS

Sprinkler Irrigation System Installation shall conform to Section 440 of the City of Scottsdale Supplement to MAG (Including the City's Standard Details) or as modified herein.

- ITEM 440808 MISC. IRRIGATION ITEMS (SOLID TUBE & 2 GEL PACS)
- ITEM 440809 MISC. IRRIGATION ITEMS (ADDITIONAL GEL PACS)
- ITEM 440931 IRRIGATION RESTORATION (PRIVATE PROPERETY)
- ITEM 440935 IRRIGATION (SALVAGE/PROTECT IN PLACE – TREES, SHRUBS, AND CACTUS)

440.1 SUMMARY

Add the following to this subsection:

The Contractor shall install all 3 7/16" dia. x 7" length solid tube & 2 gel pacs per manufacturer's specification and as shown on the plans and details.

The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly as may be required to meet such conditions. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

When construction encroaches into an existing landscaped irrigation system, the Contractor shall remove the conflicting portion of the system within the right-or-way and/or easement and any portion that may remain under the proposed improvements, whether shown or not shown on the plan. If the removals affect other areas of the system not in conflict with the construction, the Contractor shall permanently or temporarily restore or modify the existing system to provide water to the unaffected areas. The restoration or modification shall be completed within 24 hours after the disruption occurs or after notification by the City Engineer.

The Contractor shall restore the affected landscape irrigation system to an operational condition equal to or better than the existing system.

The contractor shall have the option to salvage and reuse existing materials. In the event that it is not feasible to reinstall the salvaged materials, new materials shall be installed.

440.4 SUBMITTALS

Add the following to this subsection:

Prepare and make submittals in accordance with conditions of the Contract, and as follows: A minimum of ten days prior to beginning work on the irrigation system the Contractor shall submit six (6) copies of manufacturers literature including name and numbers covering materials listed below and any other items requested by the City Engineer. Do not order materials until the City Engineer approves products.

Items to be submitted:

- 3 7/16" dia. x 7” Length Solid Tubes
- Gel Pacs

All items shall be those specified and approved by the City Engineer. Substitutions will not be allowed without approval.

The Contractor shall provide the City Engineer with two (2) operation and maintenance manuals for review prior to final acceptance. The manuals should include the complete technical description of materials and products used; guarantee statements, and complete operating and maintenance instructions. The Contractor shall provide a demonstration to City’s maintenance personnel, with Owner’s representative present, of how to install and maintain the 3 7/16" dia. x 7” Length solid tubes and gel pacs. Contractor also to review recommended watering rates for new and salvaged plant materials.

440.7 QUALITY ASSURANCES

Add the following to this subsection:

Conform to the requirements of reference information listed below except where more stringent requirements are shown or specified in the Contract Documents.

The Contractor shall arrange for a preliminary walk-through with the City Engineer when the entire supplemental irrigation water systems are installed and operational. Installation adjustments shall be made at no additional cost to the City of Scottsdale.

Arrange for a Substantial Completion walk-through when all items generated from the preliminary walk-through have been corrected. Items deemed not acceptable by the City Engineer shall be reworked to complete satisfaction. The maintenance period will not

begin unless authorized by the City Engineer. All accessories, additional gel pacs, record drawings and equipment, as required, will be provided before scheduling the Final walk-through.

Following the Plant Maintenance Period (refer to Subsection 430.8) a Final walk-through inspection will be scheduled to review the system and make adjustments to the watering schedules.

440.11 MEASUREMENT AND PAYMENT

Add the following subsection:

ITEM 440808 MISC. IRRIGATION ITEMS (SOLID TUBE & 2 GEL PACS)

Method of Measurement:

Measurement for misc. irrigation items (3 7/16" dia. x 7” Length solid tube & 2 gel pacs) shall be made on the basis of the contract unit price per lump sum.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to install the misc. irrigation items (3 7/16" dia. x 7” Length solid tube & 2 gel pacs) complete in place including but not limited to layout, excavation, backfill and soil preparation according to the plans, details, and these Special Provisions.

ITEM 440809 MISC. IRRIGATION ITEMS (ADDITIONAL GEL PACS)

Method of Measurement:

Measurement for misc. irrigation items (gel pacs) shall be made on the basis of the contract unit price per lump sum.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to install the misc. irrigation items (additional gel pacs) complete and in according to the plans, details, and these Special Provisions.

ITEM 440931 IRRIGATION RESTORATION (PRIVATE PROPERTY)

Description:

Irrigation system installation shall conform to Section 440 of the City of Scottsdale Supplement to MAG (Standard Details and Specifications) or as modified herein.

Method of Measurement:

Measurement for irrigation restoration (private property) shall be made on the basis of the contract unit price per lump sum.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to retrofit and install the irrigation restoration (private property) in accordance with the plans, details, and these Special Provisions.

ITEM 440935 IRRIGATION (SALVAGE/PROTECT IN PLACE – TREES, SHRUBS, AND CACTUS)

Description:

Irrigation for salvage/protect in place trees, shrubs, and cactus shall conform to plans, details, and Section 430 & 440 of the City of Scottsdale 2015 Supplements to MAG (Standard Details and Specifications) or as modified herein.

Method of Measurement:

Measurement shall be made on the basis of the contract unit price per lump sum.

Basis of Payment:

Payment shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to install the misc. irrigation items (3 7/16" dia. x 7” Length solid tube & 2 gel pacs) complete in place including but not limited to layout, excavation, backfill and soil preparation for all salvaged and existing trees, shrubs, and cactus identified to remain protected in place and within the Limits of Disturbance boundaries in accordance with the plans, details, and these Special Provisions.

ITEM 505103 LIGHTWELL

Description:

The work under this item consists of furnishing all materials and constructing a lightwell at the locations and in conformance with the details shown on the project plans and in accordance with these Special Provisions.

Materials:

Concrete, reinforcing steel bars, and structural steel shall conform to the requirements as outlined in the plans.

Construction Requirements:

Lightwell shall be constructed in reasonably close conformity to the lines and grades shown on the plans. The top of the lightwell shall be trimmed to provide a suitable foundation for the new material.

Method of Measurement:

The lightwell will be measured as a unit for each structure.

Basis of Payment:

The accepted quantities of lightwell will be paid for at the contract until price each, complete in place, including furnishing, fabricating, erecting structural steel.

Removal of lightwell is paid for separately, see Item 350716 remove (structural concrete) for removal of the lightwell.

SECTION 505 CONCRETE STRUCTURES

Comply with MAG Sections 505, 515, 530, 701, 703, 725, and 795.

ITEM 505402: BOX CULVERTS

Description:

The work under this item shall consist of installing the box culvert in accordance with City of Scottsdale Section 619 and the details shown on the project plans.

Method of Measurement:

The box culvert will be measured by the linear foot parallel to the central axis of the culvert.

Basis of Payment:

The accepted quantities of box culvert will be paid for at the contract until price per linear foot, complete in place, including concrete, reinforcing steel, and all labor and materials for the box culvert and headwall.

ITEM 505462: BOX CULVERT WINGS

Description:

The work under this item shall consist of installing the box culvert wings in accordance with City of Scottsdale Section 619 and the details shown on the project plans.

Method of Measurement:

The box culvert wings will be measured as a unit for each wing.

Basis of Payment:

The accepted quantities of box culvert wings will be paid for at the contract until price each, complete in place, including concrete, reinforcing steel, and all labor and materials for the wing walls.

ITEM 505826: RETAINING WALL (ADOT SD 7.01)

Description:

The work consists of furnishing all labor, equipment, and materials necessary to construct the retaining wall at the locations and in accordance with the details shown on the project plans. The work also includes color coating as described herein and shown on the project plans.

Materials:

Concrete shall be Class A with a compressive strength of 3,000 psi.
Concrete and reinforcing steel shall conform to the requirements of ADOT Standard Specifications Sections 1006 and 1003, respectively.

Construction Requirements:

All exposed wall surfaces shall be painted. The paint color to be San Diego Buff and shall be approved by the City of Scottsdale prior to installation.

Method of Measurement:

Measurement of this work will be made by the square foot of wall constructed and will be measured along the wall layout line from the top of footing to the top of wall.

Basis of Payment:

The accepted quantity of retaining wall, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be in full compensation for the work, complete in place as described herein and on the project plans.

ITEM 505827: RETAINING WALL (GABION)

Description:

The work under this section shall include the construction of metal gabion baskets as retaining walls in accordance with the manufacturer specifications and the associated project plans and details.

Materials:

Gabions:

Gabions shall consist of rectangular wire mesh formed containers filled with rock. Gabions will conform to one of the following mesh types:

Woven Mesh - Non-raveling double twisted hexagonal wire mesh, consisting of two wires twisted together in two 180 degree turns. The wire mesh shall conform to the requirements of ASTM A975-11.

Welded Mesh - Welded-wire mesh with a uniform square or rectangular pattern and a resistance weld at each intersection. The welded wire connections shall conform with the requirements of ASTM A185, including wire smaller than W1.2 (0.124 in.); except that the welded connections shall have a minimum average shear strength of 70% and a minimum shear strength of 60% of the minimum ultimate tensile strength of the wire. The welded wire baskets shall be of a single unit of construction. The bottom mat, sides, dividers, back face, front face, shall be connected and spiraled into rectangular baskets of the specified sizes. The mesh size shall be 3”x 3” opening and conform to the requirements of ASTM A185. Pre-formed stiffeners and spiral binders shall be constructed of 9 gauge non-galvanized wire and conform to the requirements of ASTM A82.

Contractor shall provide samples of wire mesh baskets to the Engineer at least 30 calendar days in advance of the time when its use is expected to begin.

Wire fabric shall be 9 gauge non-galvanized wire fabric and of the diameter, spacing, pattern, and dimensions shown of the plans. The wire fabric shall be certified for a 50 year life cycle.

Miscellaneous fittings and hardware for the gabion basket for column aesthetic shall be of the type and size provided by the manufacturer of the major item to which they apply and shall be in accordance with the requirements of ASTM A82.

Certificates of Compliance conforming to the requirements of MAG Sections 105 and 106 shall be submitted.

Fill Material:

The stone fill material used for filling the gabion units shall be angular and sound and durable, free from clay or shale seams, cracks or other structural defects. The Bulk Specific gravity (SSD) shall be determined in accordance with the requirements of AASHTO T 85 and shall be a minimum of 2.4. Stone used to fill the welded wire mesh baskets shall be well graded varying from 4 inches minimum to 8 inches maximum in size. Control for the gradation will be by visual inspection of the Engineer.

All effort shall be made to ensure that the stone fill material utilized in the design of the structure match the stone fill used in constructing the gabion structure.

The Contractor shall provide 3 stone samples for size and color approval by the Engineer. Stone fill color shall be as close to the existing indigenous natural rock color found on site.

Contractor shall provide the Engineer, in writing, material information and the source location at least 14 calendar days prior to use of the material unless the material is currently acceptable for use as determined by the Engineer. The acceptability of the rock will be determined by the Engineer. If testing is required, suitable samples of rock shall be taken in the presence of the Engineer at least 25 calendar days in advance of the time when its use is expected to begin. The approval of some rock fragments from a particular quarry site shall not be construed as constituting the approval of all rock fragments taken from that quarry.

Construction Requirements:

The Contractor is required to construct a fully complete mock-up for the gabion wall. Mock-up shall be a minimum of 4 feet wide by full height of wall. Mock-up may be constructed in place where an actual wall will be constructed.

The mock-up shall be constructed a minimum of 30 calendar days prior to production of the walls for review and approval by the Engineer. No construction is to begin until the mock-up(s) are accepted by the Engineer. The contractor may have to construct an additional two (2) mock-up panels, for a maximum total of three (3) mock-ups until a

final mock-up is approved by the Engineer. Mock-up will be reviewed for rock placement, level placement, construction methods, and over all aesthetic appearance of the baskets.

No separate measurement or payment will be made for the mock-ups the cost of which is considered included in the price of the gabion wall.
Areas on which gabion baskets are to be constructed shall be cleared, grubbed and excavated or backfilled and compacted in accordance with the requirements of the appropriate sections of the Standard Specifications to produce a ground surface in reasonable conformance with the lines and grades shown in the project plans or established by the Engineer. Baskets shall be filled with specified rock placed so that the baskets are not allowed to deform geometrically or destroy any of the wire supports.
All structural excavation and structural backfill shall comply with Section 203 of the ADOT Standard Specifications.

The gabion basket base course shall in accordance with MAG Section 310 and be excavated to the width, line and grade as shown on the plans. The gabion basket shall be founded on this base course and laid to the lines and dimensions required.
Gabion baskets shall be fabricated in such a manner that the sides, ends, lid and diaphragms can be assembled at the construction site into geometric or semi-circular units of specified sizes. Gabion baskets are to be of single unit of construction, the base ends and sides to be welded or physically connected into a single unit or one edge of these members connected to the end section of another unit in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh. The height, length, and width of gabion baskets shall not vary more than 1 percent from the dimensions shown on the plans.

All perimeter edges of gabion baskets are to be securely selvage or bound so that the joints formed by tying the selvages have at least the same strength as the body of the mesh.

Gabion baskets shall be placed to conform to the project plan details. Rock shall be placed in close contact in the unit so that maximum fill is obtained. The units may be filled by machine with sufficient hand work to accomplish requirements of this specification.

Flat faces of rock shall be placed against the face of the wire mesh. Larger rocks should be utilized on the outside faces of the basket and smaller rocks placed on the interior of the baskets to fill voids. The last lift of rock in each cell shall be level with the top of the gabion wire mesh basket in order to properly close the lid and provide an even surface for the top of the basket to close and be level.

All gabion baskets shall be tied together each to its neighbor along all contacting edges in order to form a continuous connecting structure.

Method of Measurement:

Welded wire mesh baskets will be measured by the cubic yard by computing the volume of the rock filled baskets used. No separate measurement will be made for erosion control geosynthetic fabric, bedding materials or other required gabion wall hardware and attachments all being considered incidental cost.

Basis of Payment:

The accepted quantities of welded wire mesh baskets, measured as provided above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for the work, complete in place, including excavating, bedding, structural backfill (95% compaction), furnishing and installing the rock, filter fabric, and welded wire mesh baskets, and metal hardware as required.

ITEM 505851 ARCHITECTURAL SURFACE TREATMENTS

Description:

Paint Structures (existing and exposed face of access tunnel entrance arches, existing wing walls and proposed curbs) located north and south of existing access tunnel passing under Shea Blvd. shall be painted with Davis Color or approved equal. Color shall be Davis Color #5237; San Diego Buff concrete paint. All sides and exposed surfaces of the existing and exposed face of access tunnel entrance arches, existing wing walls and proposed curbs shall be painted.

Materials:

Concrete paint shall conform to the requirements of MAG Section 530.

Construction Requirements:

Contractor shall strictly follow manufacturer's recommendations on preparation and application of paint. Contractor shall provide 3 drawdown samples for color approval by the City Engineer.

Method of Measurement:

Measurement for Paint Structures painting shall be made on the basis of the contract unit price bid per lump sum basis.

Basis of Payment:

Payment for painting Paint Structures shall be full compensation for all labor, materials, equipment, including surface preparation, protection of traffic and pedestrians, and repair of other work defacement caused by the painting in accordance with the plans,

details, and these Special Provisions.

SECTION 515 STEEL STRUCTURES

Comply with MAG Sections 505, 515, 530, 701, 703, 725, and 795.

ITEM 515206 6'- 0" GABION BASKET BENCH

Description:

The work under this section shall include the construction of gabion basket bench.

Materials:

Riprap shall conform to the requirements of Section 703 and shall match the gradation as called for on the project plans. Contractor shall provide three (3) - riprap samples for size and color approval by the City Engineer. Riprap color shall be as close to the existing indigenous natural rock color found on site.

Rock shall be sound and durable, free from clay or shale seams, cracks or other structural defects. The Bulk Specific gravity (SSD) shall be determined in accordance with the requirements of AASHTO T 85 and shall be a minimum of 2.4. Rock used to fill the welded wire mesh baskets rock shall be well graded varying from three inches minimum to nine inches maximum in size. Rock shall have the following gradation: D50 Shall be: 4" DMin and DMax Shall be: 8". Control for the gradation will be by visual inspection of the City Engineer.

The source from which the rock will be obtained shall be selected well in advance of the time when it will be required in the work. The acceptability of the rock will be determined by the City Engineer. If testing is required, suitable samples of rock shall be taken in the presence of the City Engineer at least 25 days in advance of the time when its use is expected to begin. The approval of some rock fragments from a particular quarry site shall not be construed as constituting the approval of all rock fragments taken from that quarry.

Construction Requirements:

Areas on which welded wire baskets are to be constructed shall be cleared, grubbed and excavated or backfilled and compacted in accordance with the requirements of the appropriate sections of the Standard Specifications to produce a ground surface in reasonable conformance with the lines and grades shown in the project plans or established by the City Engineer. Baskets shall be filled with specified rock placed so that the baskets are not allowed to deform geometrically or destroy any of the wire supports.

The welded wire mesh basket shall be constructed on a 4" Class 'B' integral concrete

pad in accordance with MAG sec. 725 and be excavated to the width, line and grade as shown on the plans. The welded wire basket shall be installed on this concrete pad and laid to the lines and dimensions required.

Welded wire mesh baskets shall be fabricated in such a manner that the sides, ends, lid and diaphragms can be assembled at the construction site into geometric or semi-circular units of specified sizes. Welded wire mesh baskets are to be of single unit of construction, the base ends and sides to be welded or physically connected into a single unit or one edge of these members connected to the end section of another unit in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh. The height, length, and width of welded wire baskets shall not vary more than 1 percent from the dimensions shown on the plans.

All perimeter edges of welded wire mesh baskets are to be securely secured or bound so that the joints formed by tying the selvages have at least the same strength as the body of the mesh.

Welded wire mesh baskets shall be placed to conform to the project plan details. Rock shall be placed in close contact in the unit so that maximum fill is obtained. The units may be filled by machine with sufficient hand work to accomplish requirements of this specification.

Flat faces of rock shall be placed against the face of the wire mesh. Larger rocks should be utilized on the outside faces of the basket and smaller rocks placed on the interior of the baskets to fill voids. The last lift of rock in each cell shall be level with the top of the welded wire mesh basket in order to properly close the lid and provide an even surface for the top of the basket to close and be level.

All welded wire mesh baskets shall be tied together each to its neighbor along all contacting edges in order to form a continuous connecting structure.

Contractor shall construct a full sized mock-up in the field for review and approval by the City Engineer prior to construction. Mock-up may be constructed in place where an actual gabion basket bench will be constructed.

The mock-up shall be constructed a minimum of 30 days prior to production of the gabion basket bench for review and approval by the City Engineer. No construction is to begin until the mock-up is accepted by the City Engineer. Mock-up will be reviewed for rock placement, level placement, construction methods, and over all aesthetic appearance of the baskets.

Contractor shall provide product samples for review and approval by the City Engineer prior to construction.

- Non-galvanized welded wire mesh baskets
- Riprap size shall be 4” to 8” dia. rocks
    - Contractor shall provide three (3)-riprap samples for size and color approval by the City Engineer.
    - Riprap color shall be as close to the existing indigenous natural rock color found on site.
- Integral color samples for concrete cap and pad. Color: San Diego Buff

Method of Measurement:

Measurement shall be made on the basis of the contract unit price bid per each.

Basis of Payment:

Payment shall be considered full compensation for the work, complete in place, including excavating, bedding, structural backfill (95% compaction), furnishing and installing the rock, integral concrete cap and pad, filter fabric, and welded wire mesh baskets, and metal hardware as required and in accordance with the plans, details, and these Special Provisions.

No separate measurement or payment will be made for the mock-up, the cost of which is considered included in the price of the 6’- 0” Gabion Basket Bench.

No separate measurement or payment shall be made for erosion control geosynthetic fabric, bedding materials or other required gabion wall hardware and attachments all being considered incidental cost.

ITEM 520001: STEEL HANDRAILS, COS 2508

Description:

The work under this item consists of furnishing all material, equipment, and labor to install protective steel railing including railing, posts, fittings and anchorages. The railing shall be installed at the locations and in conformance to the details shown on the plans, in accordance with these special provisions and as directed by the Engineer.

Materials:

Materials shall conform to the requirements specified on MAG Detail 145 and these special provisions.

All steel posts and handrails to be painted per MAG Specification 530. Color to be San Diego Buff and shall be approved by the City of Scottsdale prior to installation.

Prior to beginning any work on the fabrication of the railing, the contractor shall submit shop drawing for approval, showing complete details.

The Engineer shall be furnished complete copies, in triplicate, of all mill reports on steel materials furnished.

Construction Requirements:

The railing shall be carefully erected, true to line and grade. Posts shall be vertical and parallel with the deviation from the vertical from the full height of the panel not exceeding 1/8".

Welding shall be performed in accordance with the requirements of Subsection 604-3.06 of the Standard Specifications and the current edition of the American Welding Society, Structural Welding Code, D1.1. All butt welds on exposed surfaces shall be ground flush with adjacent surfaces. After erecting the railing, any abrasion or exposed steel shall be repaired in accordance with Sections 604 and 610.

Any paint that has been damaged during handling, transporting or welding shall be repaired by the contractor at no cost to the City. Paint coverage for items to be embedded in concrete shall be extended a minimum of 2 inches below the finished concrete surface.

Method of Measurement:

Steel Handrail will be measured by the linear foot from end post to end post along the face of the railing including terminal sections.

Basis of Payment:

The accepted quantities of Steel Handrail measured as provided above, will be paid for at the contract unit price per linear foot, which shall be full compensation for the work, complete in place, as shown on the plans and specified herein.

ITEM 610803 FIRE HYDRANT RELOCATION, MAG 360 & 362

Description:

The fire hydrant relocation shall consist of furnishing all materials, equipment, tools, and labor necessary to install a complete and functioning water distribution system in accordance with the details at the locations shown on the project plans.

Method of Measurement:

Fire Hydrant relocation will be measured by the system for each system installed.

Basis of Payment:

The accepted quantities of fire hydrant will be paid for at the contract unit price which price shall be full compensation for the item, complete in place, including excavation, soil preparation, backfill, chlorination, and furnishing all labor and materials necessary to relocate the fire hydrant and provide a functioning water system.

The ductile iron pipe is incidental to fire hydrant.

ITEM 618018 18" STORM DRAIN PIPE

Description:

The work under this item consists of installing a new 18" polypropylene pipe at the location shown on the project plans and in accordance with these Special Provisions, and MAG Section 740.

Method of Measurement:

Pipe will be measured by the linear foot parallel to the central axis of the pipeline.

Basis of Payment:

The accepted quantities of pipe will be paid for at the contract unit price complete in place.

No separate measurement or payment will be made for excavating trenches and for furnishing, placing and compacting bedding and backfill material as described and specified herein and on the project plans, the cost thereof being considered as included in the contract unit price per foot of pipe.

No measurement or direct payment will be made for furnishing collars.

ITEM 618740 STORM DRAIN OUTLET BARRIER GATE (ADOT C-13.75)

Description:

The work under this item consists of fabricating and installing new storm drain outlet barrier gates over existing storm drain pipe penetrations through a wall of reinforced concrete box culvert at the locations shown on the project plans and in accordance with these Special Provisions.

Construction Requirements:

Fabricate new access barrier gates in accordance with the ADOT standard drawing C-13.75 for outfall pipe ID=30 inches, except that the anchor bolts shall be in accordance with the details shown on the project plans and as described herein.

Anchor bolt hole diameter shall be in accordance with epoxy adhesive manufacture's recommendations. Anchor threaded bar into drilled hole with approved epoxy adhesive. Epoxy anchorage shall develop a minimum ultimate tensile pullout strength of 12 kips. Details of the anchorage system shall be submitted to the Engineer for approval prior to installation. The cost of drilling and epoxying the anchor bolts into the existing concrete shall be considered incidental to the gate installation.

Center the new outlet barrier gate over the existing 24-inch diameter storm drain pipe penetration.

Method of Measurement:

Storm drain outlet barrier gate will be measured as a unit for each gate.

Basis of Payment:

The accepted quantities of storm drain outlet barrier gate will be paid for at the contract until price each, complete in place, including the anchor bolt installation.

ITEM 640311 STREET LIGHT CONDUIT AND TRENCH

Description:

The work under this item includes the installation of conduit runs including conduit fittings, and appurtenances including jacking, drilling, boring, excavating, backfilling, and compacting at the locations designated on the project plans and in accordance with the details shown on the plans and the requirements of these specifications.
Conduit systems shall be rigid galvanized steel, non-metallic fiber or polyvinylchloride (PVC) plastic as specified herein, or as indicated on the plans. All systems shall be continuous.

Rigid steel conduit shall be heavy walled, hot dipped, galvanized or sherardized. Use rigid steel conduit in concrete slabs on grade, in exposed locations such as tunnels and equipment rooms, and where exposed to weather. Make all joints with standard couplings or unions; use of running threads is prohibited. Ream conduit ends after cutting use double lock nuts at terminations. Use insulated bushings throughout.
No conduit placed in a concrete slab shall be greater than ¾" trade size diameter and no conduit smaller than ½" shall be installed underground. No conduit shall be imbedded in a slab that is less than 3-½" thick except for local offsets. Unless otherwise noted or specified, tops of underground conduit or ducts shall not be less than 18"

below grade. Assemble joints together using approved couplings to make watertight joints.

Schedule 40 PVC electrical conduit, UL listed 4” and smaller may be used for direct burial of underground branch circuits (with bond wire). All bends shall be manufactured, not field made.

Stubs and risers above grade to panels and cabinets shall be rigid steel conduit and shall be grounded as described under “grounding”.

Where exposed, install conduit parallel to walls and partitions; do not cross-window openings.

All conduit bends 45 degrees and larger, and 2 inches and above shall be manufactured bends or field make with a hydraulic bender.

Coat metallic conduit below grade or encased in concrete with two coats of Koppers Bitumastic, or half-lap with Scotch Wrap #50, minimum thickness to be 20 mils.

Provide double lockouts and bushings at all rigid conduit terminations except at threaded hubs. Bushings shall be O.Z. type “A” molded bakelite except for 2” conduit and larger shall be O.Z. type “B” or type “BL” where grounding is required.

Boxes shall be fabricated from code gauge steel without knockouts and a minimum 14 gauge front cover. Finish shall be galvanized steel or phosphate undercoating, with 2 finish coats hammer gray or baked enamel.

Junction boxes shown outside flush or surface mounted shall be watertight all welded construction with neoprene gasketed screwed covers NEMA Type 3R.

Method of Measurement:

Electrical conduit will be measured by the linear foot for each diameter size from center to center of pull boxes or from end to end of conduit when no pull boxes are used.

Basis of Payment:

The accepted quantity for electrical conduit as measured provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place, including excavation, backfill and all else necessary to complete the work. No direct payment will be made for rigid metal conduit bends or rigid non-metallic conduit bends at pull boxes, expansion fittings and coupling fittings, the cost being considered as included in the contract price for the conduit items. No separate measurement or direct payment shall be made for saw cutting, boring, trenching, pavement removal, debris disposal and pavement replacement done as part

of conduit installation, the cost being considered as included in the contract price for the conduit items.

ITEM 640601 LUMINAIRES (LED CEILING MOUNTED LIGHTS)

Description:

The work under this item consists of installing luminaires, including, lamp, driver/ballast, and hardware, in accordance with the project plans. The work shall also include all compliance calculations, and submittals necessary for luminaire approval by the Engineer.

Method of Measurement:

Luminaires (LED Ceiling Mounted Lights) items will be measured as a unit for each light furnished and installed.

Basis of Payment:

The accepted quantities of Luminaires (LED Ceiling Mounted Lights) measured as provided above will be paid for at the contract unit price each, complete in place, which price shall be full compensation for the work described and specified herein and on the plan, as approved by the Engineer.

ITEM 640602 LUMINAIRES (LED AREA LIGHT, POLE AND FOUNDATION)

Description:

The work under this item consists of installing area light luminaires, including, lamp, driver/ballast, pole, mast arm and hardware, in accordance with the project plans. The work shall also include all compliance calculations, and submittals necessary for luminaire approval by the Engineer.

Method of Measurement:

Luminaires (LED Area light, pole and foundation) items will be measured as a unit for each area light and pole furnished and installed.

Basis of Payment:

The accepted quantities of Luminaires (LED Area light, pole and foundation) measured as provided above will be paid for at the contract unit price each, complete in place, which price shall be full compensation for the work described and specified herein and on the plan, as approved by the Engineer.

SECTION 800 MOBILIZATION/DE-MOBILIZATION

Mobilization/De-mobilization shall conform to MAG Section 109 or as modified herein.

Geotechnical Engineering Report
Reinforced Concrete Box Culvert – Under Shared Use Path
Shea Tunnel Access
Near Shea Boulevard and 124th Street
Scottsdale, Arizona
RAMM Project No. G21863
Revised 10-28-15

Registered Professional Engineer (Civil)
CERTIFICATE NO.
10971
KENNETH L.
RICKER
Date Signed 10-28-15
ARIZONA U.S.A.

Expires 3/31/2016

For:
AECOM
7720 North 16th Street, Suite 100
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◆◆◆

By:
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Geotechnical Engineering • Construction Materials Testing

R·A·M·M

AECOM
7720 North 16th Street, Suite 100
Phoenix, Arizona 85020

October 22, 2015

Attention: Ella Ely, P.E.

Subject: Geotechnical Engineering Report
Reinforced Concrete Box Culvert – Under Shared Use Path
Shea Tunnel Access
Near Shea Boulevard and 124th Street
Scottsdale, Arizona

RAMM Project No. G21863
Revised 10-28-15

Attached to this letter is the Geotechnical Engineering Report for the proposed Reinforced Concrete Box Culvert under the Shared Use Path near Shea Boulevard, in Scottsdale, Arizona.

The proposed culvert will be a single barrel reinforced concrete box culvert (RCBC) with wire enclosed riprap up and downstream from the additional riprap at the downstream end (as shown on the Site Plan, Page A1). The reinforced concrete box culvert will be 16 feet long. The shared use path will be 10 feet wide. Barricade railings will be installed in the top of each end of the RCBC. The shared use path north and south of the RCBC will be on 3 to 6 feet of new embankment fill. The results of our field explorations; laboratory testing; and engineering analysis, evaluation and recommendations are presented in the report.

The following is a brief summary of selected recommendations.

A. Foundations:

- The RCBC headwalls will be supported on the concrete box floor as shown on ADOT Bridge Group Structure Detail SD 6.01 (1 of 5) to (5 of 5).

B. Site Soil:

- Use as fill and backfill for the RCBC (Detail SD 6.0 (1 of 5) to 5 of 5)) and shared use path areas.

The attached report was prepared based on project and site data available at this time and was prepared in a manner and to the standards of the local geotechnical engineering practice. Our services did not include evaluations for the presence of hazardous materials; for corrosion potential with respect to on-site soils; for concrete durability and corrosion potential with respect to site use water sources; for area subsidence resulting from groundwater withdrawal; or for other geologic hazards.

2105 South Hardy Drive, Suite 13, Tempe, AZ 85282-1924 • Telephone (480) 921-8100 • Facsimile (480) 921-4081
www.rammeng.com

If you have any questions, please do not hesitate to call.

Respectfully submitted,
RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
10971
KENNETH L.
RICKER
Date Signed 10-28-15
ARIZONA U.S.A.

Expires – 3/31/2016

By: Kenneth L. Ricker, P.E.

dh
Copies to: Addressee (1 + ella.ely@aecom.com)
Randall Beck (randall.beck@aecom.com)

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Registered Professional Engineer (Civil)
CERTIFICATE NO.
10971
KENNETH L.
RICKER
Date Signed 10-26-15
ARIZONA U.S.A.

Expires 3/31/2016

REPORT

R·A·M·M

INTRODUCTION

This report presents the results of our geotechnical engineering services for proposed Reinforced Concrete Box Culvert (RCBC) under the Shared Use Path near Shea Boulevard, in Scottsdale, Arizona. The scope of our services included performing a field exploration program, laboratory analysis and geotechnical engineering evaluation, analysis and recommendations. The geotechnical recommendations presented herein include those for support of the RCBC, site development, material use and requirements, and site preparation and grading procedures. We would be pleased to discuss with you any additional recommendations you may require. In addition, we are available to review project specifications and plans for conformance with our recommendations at no charge to you.

This firm should be notified for additional evaluation and recommendations should the project design parameters (depth, alignment, etc.), site use or conditions encountered during construction differ from those presented herein.

PROPOSED CONSTRUCTION

The proposed culvert will be a single barrel reinforced concrete box culvert (RCBC) with wire enclosed riprap up and downstream from the additional riprap at the downstream end (as shown on the Site Plan, Page A1). The reinforced concrete box culvert will be 16 feet long. The shared use path will be 10 feet wide. Barricade railings will be installed in the top of each end of the RCBC. The shared use path north and south of the RCBC will be on 3 to 6 feet of new embankment fill.

SITE CONDITIONS

The proposed RCBC which passes under a proposed shared use path will be located south of Shea Boulevard and east of 124th Street in Scottsdale, Arizona. The RCBC site was undeveloped land around an existing wash which drains from east to west. North of the RCBC site, the existing Shea Access Tunnel passes under Shea Boulevard along the alignment of the proposed shared use path. The bottom of the wash contained a zone of relatively clean granular soils.

FIELD EXPLORATIONS

Subsurface conditions at the site were explored by excavating one test pit to a depth of 10 feet at the RCBC site, as shown on the Site Plan in Appendix A. The test pit was excavated with a John Deere 710 four wheel drive rubber-tired backhoe using a 24-inch wide bucket. The excavation

equipment and crew were provided by D&S Drilling, Inc. The test pit location was determined in the field by a geologist from our firm. During the field exploration, representative disturbed and undisturbed samples were obtained, the field exploration logged and soil field-classified by our geologist, who also directed the field crew. The results of our field exploration are presented in the Test Pit Log in Appendix A.

LABORATORY ANALYSIS

Representative samples obtained during the field exploration were subjected to the following tests in our laboratory.

Type of Test	Type of Sample	Number of Samples Tested
Sieve Analysis and Atterberg Limits	Representative	3
Swell	Remolded	1
Standard Proctor (ASTM D698)	Representative	1
Soluble Sulfates, Chlorides *	Representative	2

* Test Performed by Motzz Laboratory.

The results of the laboratory tests are presented in Appendix B.

SUBSURFACE CONDITIONS

The results of the test pit are presented in the Test Pit Log in Appendix A. The near surface soils encountered in the test pit, and extending to a depth of 3.0 feet, consisted of medium dense sandy gravel with cobbles and traces of silt. These soils were underlain by dense to very dense sand and gravel with some clay and cobbles which extend to a depth of 6 feet. This deposit was underlain by dense to very dense sandy gravel with some silt and clay which extends to the remaining depth of exploration (10 feet). Soil moisture contents were described as slightly damp throughout the depth explored. No groundwater was encountered during excavation.

FOUNDATION DESIGN RECOMMENDATIONS

Reinforced Concrete Box Culvert (RCBC):

The RCBC should be designed in accordance with ADOT Bridge Group Structure Detail SD 6.01 (1 of 5) and (5 of 5). The RCBC should be backfilled in accordance with ADOT Bridge Group Structure Detail SD 6.01 (1 of 5) to (5 of 5).

All foundation excavations should be reviewed by a representative of the geotechnical engineer prior to placing reinforcing steel or concrete. Any fill, loose, disturbed or unstable soils should be

removed from the bearing surface and replaced with ADOT base material or as otherwise directed by the geotechnical engineer.

Structure Backfilling:

Backfill required against the full height of and around the RCBC structure should meet the ADOT Criteria and Detail SD 6.01 (1 of 5) to (5 of 5). The remaining backfill extending into the shared use path material should be either aggregate base or approved site soils.

SITE DEVELOPMENT RECOMMENDATIONS

Excavatability:

The excavatability of site materials is difficult to evaluate based only on the exploration equipment used during this design report. Therefore, we recommend that the contractor evaluate the excavatability of site materials by performing test excavations with the size and type of equipment the contractor plans on using at the site. For design purposes the following paragraph presents our best analysis as to the excavatability of site soils.

The site soils, to a depth of 10 feet, can be excavated with conventional equipment. OSHA requires all excavations over five feet in depth, in which personnel are to enter, be either braced or sloped in accordance with OSHA regulations.

Construction Excavation and Temporary Construction Cut Slopes:

The following criteria are presented to aid in development of excavation plans.

1. In general, dewatering will not be required along the proposed structure. Water was not encountered in our test pit.

2. Unbraced temporary cut slopes to depths of 3.0 feet in the medium dense soils will probably have to be constructed at slopes of 1.5H:1V or flatter. Deeper excavations into the denser soils will probably have to be constructed at slopes of 0.75H:1V or flatter. As an alternative to sloping, localized bracing or shoring may be required in these areas. The shoring should be designed by a qualified contractor.

3. Surface areas behind the crest of excavations should be graded so that surface waters do not pond within 10 feet of the crest or drain into the excavations.

4. Heavy material stockpiles should not be placed within 10 feet of the crests. Similarly, heavy construction equipment should not pass or be parked within 10 feet of the crests.

5. The crest of slopes should be monitored daily for evidence of movement or potential problems.

The design of any bracing systems should be reviewed by a qualified geotechnical engineer. Also, observations should be made by the geotechnical engineer during excavating to evaluate site conditions and determine if modifications are necessary in excavation procedures. If unbraced slopes are utilized, some surfacing raveling, erosion, and spalling should be expected unless measures are taken to stabilize exposed cut surfaces.

Workability:

Wetting site soils such that moisture contents are at or above optimum could result in some soil pumping under dynamic loadings such as heavy construction equipment driving over the area. Where pumping has occurred the area should be allowed to dry until soils are workable without pumping or the wetted areas removed and replaced with drier site soils.

Concrete Durability:

As part of this investigation, Soluble Sulfates and Chlorides testing of site soils was conducted. The results of the laboratory testing are included in Appendix B. Based on our laboratory test results and 2006 IBC Concrete Durability Requirements, Section 1904, there appears to be a low potential for deterioration to concrete in contact with site soils. This potential is a function of soil type and moisture content, material type and/or composition, water chemistry and other factors. Accordingly, the results of the laboratory testing should be made available to material suppliers and corrosion experts for review.

MATERIALS SUITABILITY AND REQUIREMENTS

Site Materials:

The near surface soils and deeper soils may be used as fill and backfills in all areas (except as previously described against the structure), provided these soils are free of organic materials, debris and rubble, and screened to remove material greater than 4 inches in size.

Structure Backfilling:

Backfill required against and around the RCBC should be material meeting the ADOT Detail SD 6.01 (1 of 5) to (5 of 5).

Imported Soils:

Additional fill materials to be used as backfills and in shared use path areas should be imported soils having the same or better characteristics as the existing site soil.

SITE PREPARATION AND GRADING PROCEDURES

Structure Areas:

Recommendations presented in the previous sections of this report 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 the limits of the excavations, of and below structures.

1. Clear and grub the site by removing and disposing of all vegetation, debris, rubble, remnants of former developments and material greater than 4 inches in diameter.

2. Strip the site of all unstable soils. During stripping observe the surface for evidence of buried debris, vegetation or disturbed materials which will require additional removal. If encountered, these materials should be removed. Areas steeper than 5H to IV should be benched and any depressions widened to accommodate compaction equipment.

3. Prepare the ground surface in fill areas and in areas cut to grade by scarifying, moisture conditioning and compacting the exposed surface soils to a depth of 10 inches.

4. 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.

5. 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:

Material	Minimum Percent Compaction
Soil:	
Subsurface wall backfill	95
Structural Backfill:	100
Backfill:*	90

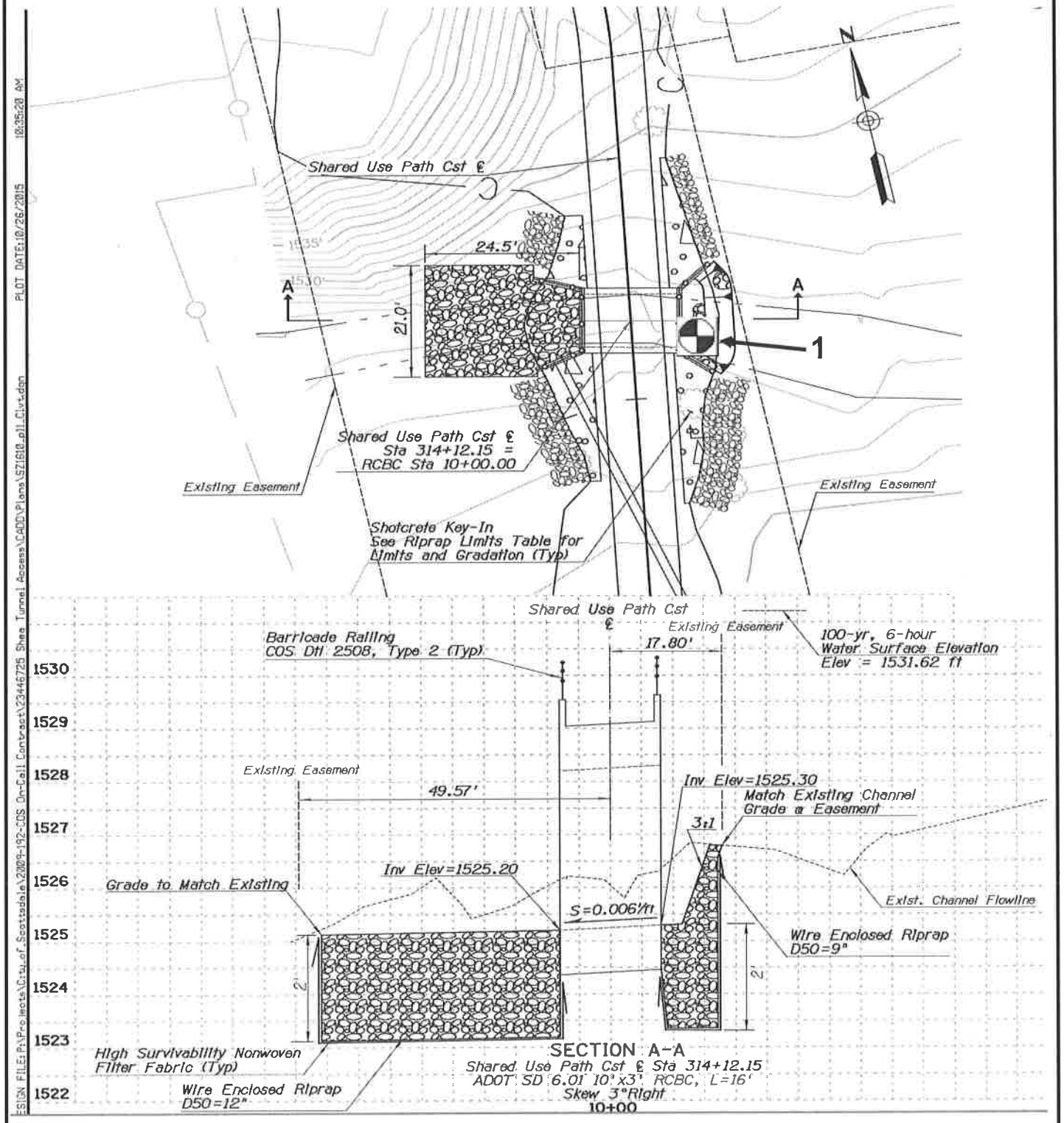
* Backfill outside of structure areas

6. Moisture content of backfill at the time of compaction should be:

Type	Area of Use	Moisture content
On-site or Import	Structure Backfill	Optimum plus or minus 3%
Base Material	Structure Backfill	Optimum plus or minus 3%

APPENDIX A
FIELD EXPLORATIONS

R·A·M·M



Test Pit Location

Not To Scale

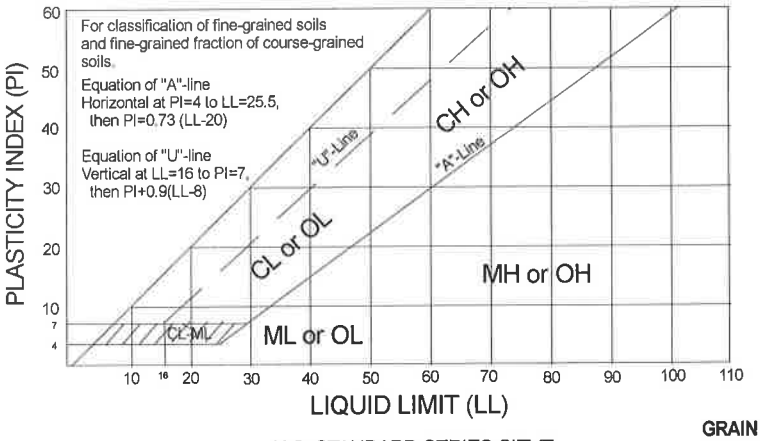
SITE PLAN

LEGEND

CLASSIFICATION OF SOILS

ASTM Designation: D2487-11
(Based on Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests					Soil Classification: Group Symbol	Soil Classification: Name
COARSE-GRAINED SOILS More than 50% retained on No. 200 Sieve	Gravels More than 50% coarse fraction retained on No. 4 Sieve	Clean Gravels Less than 5% fines	Cu > 4 and 1 < Cc < 3		GW	Well graded gravel
			Cu<4 and/or 1>Cc>3		GP	Poorly graded gravel
		Gravels with Fines More than 12% fines	Fines classify as ML or MH		GM	Silty gravel
			Fines classify as CL or CH		GC	Clayey gravel
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines	Cu > 6 and 1 < Cc < 3		SW	Well-graded sand
			Cu<6 and/or 1>Cc>3		SP	Poorly graded sand
		Sands with Fines More than 12% fines	Fines classify as ML or MH		SM	Silty sand
			Fines classify as CL or CH		SC	Clayey sand
FINE-GRAINED SOILS 50% or more passes the No. 200 Sieve	Silts and Clays Liquid limit less than 50	Inorganic	PI>7 and plots on or above "A" line		CL	Lean clay
			PI<4 or plots below "A" line		ML	Silt
		Organic	Liquid Limit - oven dried / Liquid limit - not dried	<0.75	OL	Organic clay / Organic silt
	Silts and Clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line		CH	Fat clay
			PI plots below "A" line		MH	Elastic silt
		Organic	Liquid limit - oven dried / Liquid limit - not dried	<0.75	OH	Organic clay / Organic silt
HIGHLY ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor				PT	Peat



TEST PIT LOG DEFINITIONS

Blows per foot using 140 pound hammer with 30 inch free-fall.

Depth, feet	Blows/Foot: C	Blows/Foot: N/R	Sample Type	Dry Density pcf	Water Content, %	Unified Classification	Description

C = Continuous Penetration Resistance (2 inch diameter rod)
N = Standard Penetration Resistance (ASTM D1586)
R = Penetration Resistance (3 inch diameter ring line sampler)

GRAIN SIZES

U.S. STANDARD SERIES SIEVE: 200, 40, 10, 4

CLEAR SQUARE SIEVE OPENINGS: 3/4", 3", 12"

SILTS & CLAYS DISTINGUISHED ON BASIS OF PLASTICITY	SAND			GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		

MOISTURE CONDITION (INCREASING MOISTURE →)

DRY — SLIGHTLY DAMP — DAMP — MOIST (Plastic Limit) — VERY MOIST — WET (SATURATED) (Liquid Limit)

CONSISTENCY CORRELATION		RELATIVE DENSITY CORRELATION	
CLAYS & SILTS	BLOWS/FOOT*	SANDS & GRAVELS	BLOWS/FOOT*
VERY SOFT	0-2	VERY LOOSE	0-4
SOFT	2-4	LOOSE	4-10
FIRM	4-8	MEDIUM DENSE	10-30
STIFF	8-16	DENSE	30-50
VERY STIFF	16-32	VERY DENSE	OVER 50
HARD	OVER 32		

*Number of blows of 140 lb hammer falling 30" to drive a 2" O.D. (1-3/8" I.D.) split-spoon sampler (ASTM D1586).

TEST PIT LOG

Project: Pipe Culvert-Under Shared Use Path – Scottsdale, Arizona **Test Pit:** 1
Elevation: Not Determined **Datum:** --- **Date:** 11-7-15

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
						GP	Sandy Gravel, With Cobbles, Trace Silt; brown, slightly damp, medium dense, non-plastic fines.
5						GP-SC	Sand and Gravel, Some Clay and Cobbles; brown, slightly damp, dense to very dense, medium plasticity fines.
10						GM-GC	Sandy Gravel, Some Silt/Clay and Cobbles; brown, slightly damp, dense to very dense, low plasticity fines.
15							Stopped excavation at 10 feet. No groundwater observed.
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

APPENDIX B
LABORATORY ANALYSIS

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LABORATORY TEST RESULTS

Date: 17-Nov-14

SAMPLE SOURCE: As noted below

TESTING PERFORMED: Sieve Analysis, Percent Passing No. 200 Sieve, Atterberg Limits (ASTM C136, D1140, D4318)

SAMPLED BY: RAMM/Schirmer

RESULTS:

Sample	Atterberg Limits		Sieve Size - Accumulative Percent Passing											Soil
Source	LL	PI	200	100	50	30	16	8	4	3/4"	1"	2"	3"	Class.*
1 @ 0'-3'	N/A	NP	3	3	4	6	11	19	28	45	49	69	78	GP
1 @ 3'-6'	33	16	10	11	14	18	27	41	51	75	79	89	100	GP-GC
1 @ 6'-10'	25	5	7	9	11	14	20	27	34	65	71	85	96	GW-GC

NP = Non-Plastic

* Unified Soil Classification System

LABORATORY TEST RESULTS

Date: 17-Nov-14

SAMPLE SOURCE: As noted below

TESTING PERFORMEI Percent Expansion (ASTM D4546)

SAMPLED BY: RAMM/Schirmer

RESULTS:

Sample Source	Percent Expansion*	Remolded Dry Density (pcf)	Remolded Moisture Content (%)
1 @ 3'-6'	0.2	120	8

* Based upon sample remolded to 95% of the estimated maximum dry density at 2% below the estimated optimum moisture content, with a surcharge pressure of 100 psf.

LABORATORY TEST RESULTS

Date: 28-Oct-15

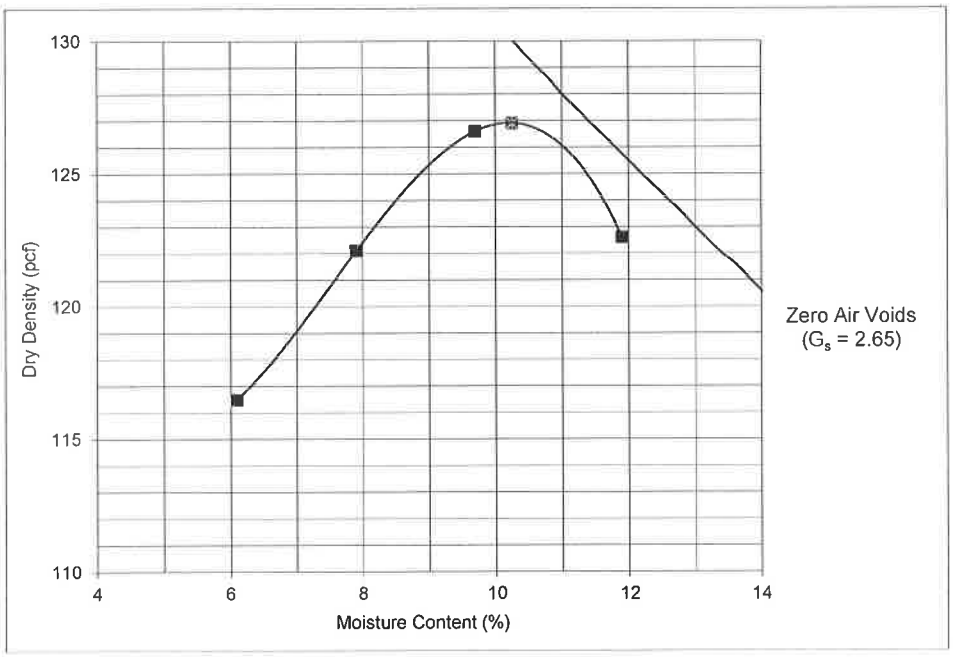
SAMPLE SOURCE: 1 @ 3'-6'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Schirmer

RESULTS:

Maximum Density (pcf) = 126.9 Optimum Moisture (%) = 10.3



MOTZZ LABORATORY, INC.

Soil Analysis Report

Ricker-Atkinson-McBee-Morman
Ken Ricker
2105 South Hardy Dr.
Suite 13
Tempe , AZ 85282-1924

Project: G21863
Sampler:
Date Received: 11/12/2014
Date Reported: 11/13/2014

PO Number: G21863

Lab Number: 911826-01 **1 (0-3')**

Sulfate & Chloride	Method	Result	Units	Levels
Sulfate, SO4	ARIZ 733	13	ppm	
Chloride, Cl	ARIZ 736	12	ppm	

Sulfate 0.0013% ; Chloride 0.0012%

Lab Number: 911826-02 **1 (3-6')**

Sulfate & Chloride	Method	Result	Units	Levels
Sulfate, SO4	ARIZ 733	9	ppm	
Chloride, Cl	ARIZ 736	12	ppm	

Sulfate 0.0009% ; Chloride 0.0012%

NATIONWIDE PERMIT NUMBER 6

SURVEY ACTIVITIES

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

A. General Information

This document is an aid to understanding the terms and conditions of your nationwide permit (NWP) by bringing together information issued separately in; (1) the Federal Register (77 FR 10184-10290)*, (2) the Special Public Notice for NWP "Reissuance of the Nationwide Permits and Issuance of Final Regional Conditions for the Los Angeles District"*, and (3) the Clean Water Act Section 401 water quality certification decisions (401 WQCs)* issued by the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, U.S. Environmental Protection Agency, and Arizona Department of Environmental Quality. Please note that website addresses enclosed herein may have been changed and updated since publication of the original document.

1) Pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401 et seq) the U.S. Army Corps of Engineers (Corps) published the "Reissuance of Nationwide Permits" in the Federal Register (77 FR 10184-10290) on February 21, 2012. These NWPs are in effect from March 19, 2012 through March 18, 2017 unless modified, reissued, or revoked before that time. It is incumbent upon the permittee to remain informed of changes to the NWPs.
2) The Los Angeles District of the Corps issued a Special Public Notice (March 15, 2012) announcing final regional conditions for NWPs to ensure protection of high value waters within the State of Arizona.
3) The Los Angeles District of the Corps requested and obtained for the entire State of Arizona the 401 WQC decision for all NWPs on all tribal lands from the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, and U.S. Environmental Protection Agency and on all non-tribal lands from the Arizona Department of Environmental Quality.

A description of all NWPs and 401 WQCs can be found in the "Nationwide Permits for Arizona" Special Public Notice.*

***Note:** For online availability see section "F. Document Availability" of this enclosure.

Key Sections:

B. Nationwide Permit Terms (page 1)
C. Nationwide Permit General Conditions (page 1)
D. Nationwide Permit Regional Conditions (page 6)
E. 401 Water Quality Certifications (page 7)

B. Nationwide Permit Terms

6. Survey Activities. Survey activities, such as core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, sample plots or transects for wetland delineations, and historic resources surveys. For the purposes of this NWP, the term "exploratory trenching" means mechanical land clearing of the upper soil profile to expose bedrock or substrate, for the purpose of mapping or sampling the exposed material. The area in which the exploratory trench is dug must be restored to its pre-construction elevation upon completion of the work and must not drain a water of the United States. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. This NWP authorizes the construction of temporary pads, provided the discharge does not exceed 1/10-acre in waters of the U.S. Discharges and structures associated with the recovery of historic resources are not authorized by this NWP. Drilling and the discharge of excavated material from test wells for oil and gas exploration are not authorized by this NWP; the plugging of such wells is authorized. Fill placed for roads and other similar activities is not authorized by this NWP. The NWP does not authorize any permanent structures. The discharge of drilling mud and cuttings may require a permit under Section 402 of the Clean Water Act. (Sections 10 and 404)

C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the

Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

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

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

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

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

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

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

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

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

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

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

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

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

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

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

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard

back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs. (e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.noaa.gov/fisheries.html respectively.
(Note: Arizona endangered species information is available at http://www.fws.gov/southwest/es/arizona/Threatened.htm#CountyList)

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed. (d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district

engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332. (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment. (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered. (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). 4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment. (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs. (f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest

specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

_____

(Transferee)

_____

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either: (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2). (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information: (1) Name, address and telephone numbers of the prospective permittee; (2) Location of the proposed project; (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans); (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate; (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan. (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating

the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level. (2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5. (3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. Nationwide Permit Regional Conditions

Of the ten regional conditions effective within the Los Angeles District of the Corps, six apply to projects within Arizona (1-4, 9 and 10). The remaining four regional conditions apply to specific geographic areas, resources, or species not located in Arizona.

The following regional conditions must be complied with for any authorization by a NWP to be valid in the State of Arizona:

Regional Condition 1: For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.

Regional Condition 2: Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-52 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).

Regional Condition 3: When a pre-construction notification (PCN) is required, the appropriate U.S. Army Corps of Engineers (Corps) District shall be notified in accordance with General Condition 31 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: http://www.spl.usace.army.mil/Missions/CivilWorks/Regulatory.aspx. In addition, the PCN shall include: A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States; drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for projects located within the boundaries of the Los Angeles District shall comply with the most current version of the Map and Drawing Standards for the Los Angeles District Regulatory Division (available on the Los Angeles District Regulatory Division website at: http://www.spl.usace.army.mil/Missions/CivilWorks/Regulatory.aspx); and numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.

Regional Condition 4: Submission of a PCN pursuant to General Condition 31 and Regional Condition 3 shall be required for all regulated activities in the following locations: a) All perennial waterbodies and special aquatic sites within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California, excluding the Colorado River in Arizona from Davis Dam to River Mile 261 (northern boundary of the Fort Mojave Indian Tribe Reservation). The desert region in California is limited to four USGS HUC accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002). b) All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: http://www.swr.noaa.gov/efh.htm. c) All watersheds in the Santa Monica Mountains

in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south. d) The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.

Regional Condition 9: Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWPs 29, 39, 40 and 42, 43, 44, 51 and 52 or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following: a) A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information. b) An analysis of the proposed impacts to the waterbody in accordance with General Condition 31 and Regional Condition 3; c) Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and d) A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.

Regional Condition 10: The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

E. 401 Water Quality Certification (401 WQC)

A 401 WQC is mandatory for any activity that requires a Clean Water Act Section 404 permit. A 401 WQC is required prior to discharging any dredged or fill material into a water of the United States. Only one of the following 401 WQCs listed below will apply to your project. The geographical location of your project will determine which 401 WQC is applicable. The 401 WQCs issued for this NWP will remain in effect through March 18, 2017.

On all "Non-Tribal Lands", lands that are not part of federally recognized Indian Reservation, the Arizona Department of Environmental Quality (ADEQ) is the agency responsible for issuing the 401 WQC.

On all "Tribal Lands", lands that are part of a federally recognized Indian Reservation, the U.S. Environmental Protection Agency (EPA) is responsible for issuing the 401 WQC except where EPA has delegated the 401 WQC authority to the White Mountain Apache Tribe (Fort Apache Indian Reservation), Hopi Tribe (Hopi Indian Reservation), Hualapai Tribe (Hualapai Indian Reservation), or Navajo Nation (Navajo Indian Reservation).

If "Individual Certification" is required you must apply for, receive, and comply with the 401 WQC issued by ADEQ, EPA, or the appropriate Tribe.

Non-tribal Lands - 401 WQCs

The 401 WQCs issued by ADEQ are summarized in Table 1. For projects that can be conditionally certified the project must comply with all of the applicable ADEQ 401 General Conditions that follow Table 1.

Tribal Lands - 401 WQCs

Fort Apache Indian Reservation (White Mountain Apache Tribe):	Individual Certification required for all projects.*
Hopi Indian Reservation (Hopi Tribe):	Individual Certification required for all projects.*
Hualapai Indian Reservation (Hualapai Tribe):	Individual Certification required for all projects.*
Navajo Indian Reservation (Navajo Nation):	Individual Certification required for all projects.*
All other Indian Reservations (EPA):	401 WQCs issued by EPA are summarized in Table 2. EPA's General and Permit-Specific Conditions follow Table 2.*

*Note: For online availability see section "F. Document Availability" of this enclosure.

401 WQC Contact Information

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F. Document Availability

Reissuance of Nationwide Permits, 77 FR 10184-10290	http://www.gpo.gov/fdsys/pkg/FR-2012-02-21/pdf/2012-3687.pdf
Special Public Notice for Regional Conditions	Contact Corps project manager for copy of document.
EPA 401 WQC for NWPs	Contact Corps project manager for copy of document.
White Mountain Apache Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Hopi Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Havasupai Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Navajo Nation 401 WQC for NWPs	Contact Corps project manager for copy of document.
ADEQ 401 WQC for NWPs	Contact Corps project manager for copy of document.

Table 1 - ADEQ 401 WQCs for all Non-Tribal Lands

NWP	303(d) impaired waters [1] & Tributaries to 303[d]-impaired waters[2]	OAW[3] & Tributaries to OAW	Lakes[4]	Other Waters[5]	Comments
1 - Aids to Navigation	-	-	-	-	N/A
2 - Structures in Artificial Canals	-	-	-	-	N/A
3 - Maintenance	I	I	I	C	
4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	I	I	I	C	
5 - Scientific Measurement Devices	I	I	I	C	
6 - Survey Activities	I	I	I	C	
7 - Outfall Structures and Associated Intake Structures	I	I	I	C	
8 - Oil and Gas Structures on the Outer Continental Shelf	-	-	-	-	N/A
9 - Structures in Fleeting and Anchorage Areas	-	-	-	-	N/A
10 - Mooring Buoys	-	-	-	-	N/A
11 - Temporary Recreational Structures	-	-	-	-	N/A
12 - Utility Line Activities	I	I	I	C	
13 - Bank Stabilization	I	I	I	C	
14 - Linear Transportation Projects	I	I	I	C	
15 - U.S. Coast Guard Approved Bridges	I	I	I	C	
16 - Return Water From Upland Contained Disposal Areas	I	I	I	C	
17 - Hydropower Projects	I	I	I	C	
18 - Minor Discharges	I	I	I	C	
19 - Minor Dredging	I	I	I	C	
20 - Response Operations for Oil and Hazardous Substances	I	I	I	T	If work begins within 14 days of event.
21 - Surface Coal Mining Activities	I	I	I	I	
22 - Removal of Vessels	I	I	I	C	
23 - Approved Categorical Exclusion	I	I	I	C	
24 - Indian Tribe or State Administered Section 404 Programs	-	-	-	-	N/A
25 - Structural Discharges	I	I	I	C	
26 - [Reserved]	-	-	-	-	
27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities	I	I	I	I	
28 - Modifications of Existing Marinas	-	-	-	-	N/A
29 - Residential Developments	I	I	I	C	
30 - Moist Soil Management for Wildlife	I	I	I	C	
31 - Maintenance of Existing Flood Control Facilities	I	I	I	C	
32 - Completed Enforcement Actions	I	I	I	C	
33 - Temporary Construction, Access, and Dewatering	I	I	I	C	
34 - Cranberry Production Activities	I	I	I	I	
35 - Maintenance Dredging of Existing Basins	-	-	-	-	N/A
36 - Boat Ramps	I	I	I	C	
37 - Emergency Watershed Protection and Rehabilitation	I	I	I	T	If work begins within 30 days of event.
38 - Cleanup of Hazardous and Toxic Waste	I	I	I	T	If work begins within 2 days of discovery.
39 - Commercial and Institutional Developments	I	I	I	C	
40 - Agricultural Activities	I	I	I	C	
41 - Reshaping Existing Drainage Ditches	I	I	I	C	
42 - Recreational Facilities	I	I	I	C	
43 - Stormwater Management Facilities	I	I	I	C	
44 - Mining Activities	I	I	I	I	
45 - Repair of Uplands Damaged by Discrete Events	I	I	I	T	If work begins within 14 days of event.
46 - Discharges in Ditches	I	I	I	C	
47 - [Reserved]	-	-	-	-	Reserved
48 - Commercial Shellfish Aquaculture Activities	I	I	I	C	
49 - Coal Remining Activities	I	I	I	I	
50 - Underground Coal Mining Activities	I	I	I	I	
51 - Land-Based Renewable Energy Generation Facilities	I	I	I	C	
52 - Water-Based Renewable Energy Generation Pilot Projects	I	I	I	C	

C = Conditionally certified in Other waters, all applicable CWA 401 General Conditions listed on following pages apply.
T = Conditionally certified only if work begins within designated time of event, otherwise individual 401 certification required.
I = Individual certification required. N/A = Not Available/Not Applicable.

[1] 303[d]-listed Impaired Waters list available at http://www.azdeq.gov/index.html. For projects on an impaired surface water, if the project is within 1600 meters (or 1 mile) upstream and/or 800 meters (½ mile) downstream of an impaired surface water.

[2] Tributaries to 303[d]-impaired waters. For projects on a tributary to an impaired surface water, or if the tributary mouth is to an impaired surface water and the project is within 1600 meters (or 1 mile) of its mouth.

[3] Outstanding Arizona Waters (OAW) are the surface waters of exceptional quality listed at http://www.azdeq.gov/index.html. For projects on a designated Outstanding Arizona Water OAW, if the project is within 1600 meters (or 1 mile) upstream and/or 800 meters (½ mile) downstream of a designated OAW. Also, Tributaries to Outstanding Arizona Waters: For projects on a tributary to a designated Outstanding Arizona Water, or if the tributary mouth is to an impaired surface water and the project is within 1600 meters (or 1 mile) of its mouth.

[4] Lakes are lakes and reservoirs listed at http://www.azdeq.gov/index.html

[5] Other Waters are all WUS that are not otherwise designated as a 303(d) Impaired, OAW, or a lake.

ADEQ 401 General Conditions applicable to Other Waters of the United States (WUS) on all Non-Tribal Lands

1) Any discharge occurring as a result of activities certified for the subject project shall not cause an exceedence of any Water Quality Standard (WQS). Applicability of this condition is as defined in A.A.C. R18-11-102.
2) This certification does not authorize the discharge of wastewater, process residues or other waste to any WUS.
3) Work shall be conducted and monitored to ensure that pollution from the activities certified herein does not cause an exceedence of Arizona WQS in any WUS.
4) Activities herein certified shall be performed during periods of low flow (baseflow or less) in any WUS, or no flow in the case of ephemeral and intermittent WUS. No work shall be done, nor shall any equipment or vehicles enter any WUS while flow is present, unless all applicable conditions in this certification are met.
5) The effectiveness of all pollution control measures, including erosion and sedimentation, shall be reevaluated after each flow event and repaired/modified as needed.
6) Applicant must minimize clearing, grubbing, scraping or otherwise limit exposure of erodible surface to the minimum necessary for each construction phase or location.
7) If activities certified herein are likely to cause or contribute to an exceedence of WQS, or create an impediment to the passage of fish or other aquatic life - operations shall cease until the problem is resolved or until control measures have been undertaken.
8) Erosion control, sediment control and/or bank protection measures shall be installed before construction and pre-operation activities, and shall be maintained during construction and post-construction periods to minimize channel or bank erosion, soil loss and sedimentation. Control measures shall not be constructed of uncemented or unconfined imported soil, or other materials easily transported by flow.
9) For portions of the project utilizing potable water or groundwater for irrigation or dust control, direct runoff of such water shall be limited to the extent practicable and shall not cause downstream erosion or flooding.
10) The applicant is responsible for ensuring construction material and/or fill (other than native fill or that necessary to support revegetation) placed in any WUS, shall not include materials that can cause or contribute to pollution of the WUS. Examples of prohibited fill include pollutant-contaminated soil and materials defined as pollutants or hazardous in Arizona Revised Statutes (A.R.S.) § 49-201. Fill used to support vegetation rooting or growth shall be protected from erosion.
11) Any washing of fill material must occur outside of any WUS prior to placement and the rinseate from such washing shall be settled, filtered or otherwise treated to prevent migration of pollutants (including sediment) or from causing erosion to any WUS. Other than replacement of native fill or material used to support vegetation rooting or growth, fill placed in locations subject to scour must resist washout whether such resistance is derived via particle size limits, presence of a binder, vegetation, or other armoring.
12) Any dredged material or waste material is to be placed and retained in areas outside any WUS. Runoff from this material/area is to be settled, filtered or otherwise treated to prevent migration of pollutants (including sediment) to any WUS.
13) Acceptable construction materials that will or may contact water in any WUS are: untreated logs and lumber, crushed stone, crushed clean concrete (recycled concrete), native fill, precast, sprayed or cast-in-place concrete (including soil cement and unmodified grouts), steel (including galvanized), plastic and aluminum. Use of other materials may be allowed, but require application for an individual 401 certification.
14) Upon completion of construction the applicant shall ensure no adverse change, due to the subject project, has occurred in the stability with respect to stream hydraulics, erosion and sedimentation, of any WUS including upstream and downstream from the project. If such change has occurred, the applicant shall take steps to restore the pre-project stability of any impacted segments.
15) Except where the activities certified herein are intended to permanently alter any WUS, all disturbed areas shall be restored and (re)vegetated as soon as physically practicable. Vegetation shall be maintained on unarmored banks and slopes to stabilize soil and prevent erosion.
16) If retention/detention basins are included in the project, applicant will complete the grading necessary to direct runoff towards retention/detention basins no later than immediately following initial land clearing or rough grading. Retention/detention basins shall be sized to accept storm runoff and capture sediment prior to it entering or moving downstream in any WUS. Detention basins will provide detention by controlling outflow and shall cause no significant change to the hydraulic conditions of the upstream or downstream WUS outside of the project boundaries. The basins shall be maintained; e.g., have sediment removed, as required to maintain their function.
17) Unless specifically permitted to do so when flow is present in any WUS within the project area, the applicant and any contractor will not alter the flow by any means except to prevent erosion or pollution of any WUS.
18) Silt laden or turbid water resulting from activities certified herein shall be settled, filtered or otherwise treated to ensure no violation of Arizona WQS in any WUS.
19) When flow in any WUS in the work area is sufficient to erode, carry or deposit material, activities certified herein shall cease until: The flow decreases below the point where sediment movement ceases, or control measures have been undertaken; e.g., equipment and materials easily transported by flow are protected with non-erodible barriers or moved outside the flow area.
20) The applicant will erect any barriers, covers, shields and other protective devices as necessary to prevent any construction materials, equipment or contaminants/pollutants from falling, being thrown or otherwise entering any WUS.
21) The applicant must designate area(s) for equipment staging and storage located entirely outside of any WUS. In addition, the applicant must designate areas, located entirely outside of any WUS, for fuel, oil and other petroleum product storage and for solid waste containment. All precautions shall be taken to avoid the release of wastes, fuel or other pollutants to any WUS. Any equipment maintenance, washing or fueling that cannot be done offsite will be performed in the designated area with the following exception: equipment too large or unwieldy to be readily moved; e.g., large cranes, may be fueled and serviced in the WUS (but outside of standing or flowing water) as long as material specifically manufactured and sold as spill containment is in place during fueling/servicing. All equipment shall be inspected for leaks, all leaks shall be repaired and all repaired equipment will be cleaned to remove any fuel or other fluid residue prior to use within (including crossing) any WUS. The applicant shall have a spill containment plan onsite to ensure that pollutants are prevented from entering any WUS. Any pollutant generated by activities certified herein shall be properly disposed of in accordance with applicable regulations. A spill response kit will be maintained in this (these) area(s) to mitigate any spills. The kit will include material specifically manufactured and sold as spill adsorbent/absorbent and spill containment. The applicant will ensure that whenever there is activity on the site, that there are personnel on site trained in the proper response to spills and the use of spill response equipment.
22) Permanent and temporary pipes and culverted crossings shall be adequately sized to handle expected flow and properly set with end section, splash pads, or headwalls that dissipate water energy to control erosion.

23) All temporary structures, within any WUS, constructed of imported materials and all permanent structures within any WUS, including but not limited to, access roadways; culverted and unculverted crossings; staging areas; material stockpiles; berms, dikes and pads, shall be constructed so as to accommodate overtopping and must resist washout of the feature by streamflow.
24) Any temporary crossing, other than fords on native material, shall be constructed in such a manner so as to provide armoring of the stream channel. Materials used to provide this armoring shall not include anything easily transportable by flow. Examples of acceptable materials include steel plates, wooden planks, pre-cast concrete planks or blocks; examples of unacceptable materials include clay, silt, sand and gravel finer than cobble (roughly fist-sized). The armoring must, via mass, anchoring systems or a combination of the two, resist washout. Any ford shall be designed, and maintained as necessary, to carry the proposed traffic without causing erosion or sedimentation of the stream channel while dry or during a flow event equal to or less than the crossing's design event; i.e., the flow event which closes the ford to traffic. No unarmored ford shall be subject to heavy-truck or equipment traffic after a flow event until the stream bed is dry enough to support the traffic without disturbing streambed material to a greater extent than in dry conditions. Light vehicles (less than 14,000 pounds gross weight) are not restricted by this condition. Applicant will take measures necessary to prevent approaches to any WUS crossing from causing erosion or contributing sediment to any WUS.
25) Temporary structures constructed of imported materials are to be removed no later than upon completion of the permitted activity.
26) Temporary structures constructed of native materials, if they provide an obstacle to flow or can contribute to or cause sedimentation or erosion, are to be removed no later than upon completion of the permitted activity.
27) Upon completion of the activities certified herein (except as noted in condition 28 -concrete curing), areas within any WUS shall be promptly cleared of all forms, piling, construction residues, equipment, debris or other obstructions.
28) If fully, partially or occasionally submerged structures are constructed of cast-in-place concrete instead of pre-cast concrete, applicant will take steps; e.g., sheet piling or temporary dams, to prevent contact between water (instream and runoff) and the concrete until it cures and until any curing agents have evaporated or otherwise cease to be available; i.e., are no longer a pollutant threat. Where practicable, construction work will be during extreme low water conditions or at a time and season with the highest probability of ensuring work is done in "the dry".
29) Any permanent WUS crossings other than fords, shall not be equipped with gutters, drains, scuppers or other conveyances that allow untreated runoff (due to events equal to or lesser in magnitude than the design event for the crossing structure) to directly enter a WUS if such runoff can be directed to a local stormwater drainage, containment and/or treatment system.
30) Applicant will clear debris as needed from culverts, ditches, dips and other drainage structures in any WUS to prevent clogging or conditions that may lead to washout.

Table 2 - EPA 401 WQC for Tribal Lands (All Indian Reservations except Fort Apache, Hopi, Hualapai and Navajo Indian Reservations)

NWP	Conditional Certification		Notification	Impact Limits	Notes
	General Conditions	Specific Conditions			
1 - Aids to Navigation	X		MPCN	None	
2 - Structures in Artificial Canals	X		MPCN	None	
3 - Maintenance	X	X	PCN or MPCN	Generally no increase in fill footprint	1,2
4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	X		MPCN	None	
5 - Scientific Measurement Devices	X		MPCN	25 cyds	
6 - Survey Activities	X		MPCN	25 cyds	
7 - Outfall Structures and Associated Intake Structures	X		PCN	None	
8 - Oil and Gas Structures on the Outer Continental Shelf	X		PCN	None	
9 - Structures in Fleeting and Anchorage Areas	X		MPCN	None	
10 - Mooring Buoys	X		MPCN	None	
11 - Temporary Recreational Structures	X		MPCN	None	
12 - Utility Line Activities	X	X	PCN or MPCN	**½ acre or 300'	3,4
13 - Bank Stabilization	X	X	PCN or MPCN	**½ acre or 300'	5
14 - Linear Transportation Projects	X	X	PCN or MPCN	**½ acre or 300' nontidal, ⅓ acre or 300' tidal	3
15 - U.S. Coast Guard Approved Bridges	X		MPCN	None	
16 - Return Water From Upland Contained Disposal Areas	X		MPCN	None	
17 - Hydropower Projects	X		PCN	None	
18 - Minor Discharges	X		PCN or MPCN	1/10 acre or 25 cyds	
19 - Minor Dredging	X		MPCN	25 cyds	
20 - Response Operations for Oil and Hazardous Substances	X		MPCN	None	
21 - Surface Coal Mining Activities	X	X	PCN	½ acre or 300'	6
22 - Removal of Vessels	X		PCN or MPCN	None	
23 - Approved Categorical Exclusion	X		PCN or MPCN	None	
24 - Indian Tribe or State Administered Section 404 Programs	X		MPCN	None	
25 - Structural Discharges	X		MPCN	None	
26 - [Reserved]					
27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities	X	X	PCN or MPCN	None	7
28 - Modifications of Existing Marinas	X		MPCN	None	
29 - Residential Developments	X	X	PCN or MPCN	**¼ acres for single house, ½ acres or 300' for multi-unit	8, 9
30 - Moist Soil Management for Wildlife	X		MPCN	None	
31 - Maintenance of Existing Flood Control Facilities	X	X	PCN	None	10
32 - Completed Enforcement Actions	X		MPCN	5 acres non-tidal or 1 acre tidal	
33 - Temporary Construction, Access, and Dewatering	X		PCN	None	
34 - Cranberry Production Activities	X		PCN	10 acres	
35 - Maintenance Dredging of Existing Basins	X		MPCN	Lesser of previously authorized or controlling depths	
36 - Boat Ramps	X		PCN or MPCN	50 cyds, 20'-wide ramp	8
37 - Emergency Watershed Protection and Rehabilitation	X		PCN or MPCN	None	
38 - Cleanup of Hazardous and Toxic Waste	X		PCN	None	
39 - Commercial and Institutional Developments	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
40 - Agricultural Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
41 - Reshaping Existing Drainage Ditches	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
42 - Recreational Facilities	X	X	PCN	½ acre or 300' non-tidal	
43 - Stormwater Management Facilities	Individual Certification Required		MPCN	Not Applicable	
44 - Mining Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
45 - Repair of Uplands Damaged by Discrete Events	X	X	PCN or MPCN	**½ acre or 300'	8
46 - Discharges in Ditches	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
47 - [Reserved]					
48 - Commercial Shellfish Aquaculture Activities	X	X	PCN or MPCN	**Impacts of submerged aquatic veg. prohibited	
49 - Coal Remining Activities	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
50 - Underground Coal Mining Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
51 - Land-Based Renewable Energy Generation Facilities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
52 - Water-Based Renewable Energy Generation Pilot Projects	X	X	PCN or MPCN	½ acre or 300'	

X=Conditional Certification requires compliance with General and Specific Conditions on following pages.
MPCN=Modified Pre-Construction (MPCN) must be submitted to EPA even though Corps notification is not required.
PCN=Pre-Construction Notification (PCN) submitted to Corps must also be submitted to EPA.
** Impacts limits are modified by EPA

Notes:
1. No undersized structures
2. Bioengineering used whenever practicable
3. Only once per single and complete project with independent utility
4. Waiver approval required from EPA for 300"
5. Waiver approval required from EPA
6. EPA approves mitigation plan first
7. Approval required from EPA
8. Waiver approval required from EPA
9. No recreational impacts authorized
10. Approval for levee vegetation removal required from EPA

EPA 401 WQC General and Specific Nationwide Permit Conditions for Tribal Lands
(All Indian Reservations except Fort Apache, Hopi, Hualapai and Navajo Indian Reservations)
General Conditions

Projects that are unable to comply with the general conditions of this programmatic certification are denied certification without prejudice and the applicant must apply to EPA for an individual certification. Applicants can apply for an individual certification by providing the same content required in a MPCN described in General Condition 01. *Notification*, of this programmatic certification, but EPA may request additional project information for individual certifications after receiving notification materials. When an individual certification is required, EPA will strive to issue, deny, or waive certification within sixty days of receipt of complete project information, but our review shall not exceed one year, the statutory limit beyond which certification is considered waived.[1]

01. Notification - To improve the government's ability to demonstrate whether the NWP program has minimal adverse impacts to the aquatic environment, individually and cumulatively, all NWP-authorized projects proceeding on tribal lands within Region 9 shall submit a form of notification to EPA Region 9 as described below.[2] Notification is required in order to be eligible for any NWP under this certification.

Projects seeking authorization under this certification will fall under one of the following two notification categories:

Pre-Construction Notification (PCN):

The Corps already requires a PCN, subject to criteria in the Corps' General Condition 31, because the project proposes use of a NWP that requires a PCN automatically or for specific activities authorized by the NWP. Applicants must simply forward a second copy of the PCN already required by the Corps to EPA Region 9 for notification. If a PCN is already required by the Corps and a waiver of impact limits is proposed beyond what is approved under this certification, applicants must include written determinations specified in General Condition 02. *Waivers* for EPA approval.

Modified Pre-Construction Notification (MPCN):

a)The Corps does not require a PCN for any activities authorized under the NWP proposed for use, or for impacts below limits identified in the NWP for a PCN. Applicants must forward a MPCN to EPA Region 9 for notification, subject to the criteria below. If a waiver of impact limits is proposed beyond what is approved under this certification, applicants must include written determinations specified in General Condition 02. *Waivers* for EPA approval. 1)***Timing.*** Applicants shall submit an MPCN to EPA Region 9 as early as possible, and in advance of any authorization letter from the Corps allowing the applicant to proceed under a given NWP. When an EPA approval is required by condition of this certification, EPA will act within sixty days of receiving a complete MPCN. 2)***Content.*** MPCNs must be in writing (electronic mail submittal is acceptable) and include the following information: a) Name, address and telephone numbers of the applicant and any agents or representatives. If available, the electronic mail address and fax numbers for these persons; b) Location of the proposed project; c) A description of the proposed project and impacts including i)the project's purpose; ii) direct and indirect adverse environmental effects the project would cause, including the proposed acreages and linear feet (for streams) of waters impacted, avoided, and where applicable, created or otherwise mitigated; iii) any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to determine compliance with NWP and EPA 401 conditions and to determine whether compensatory mitigation may be necessary. Maps, drawings and/or photographs of the project area and aquatic resources are not mandatory, but usually help to clarify the project and allow for quicker review. At minimum, a narrative description of any special aquatic sites and other waters of the United States on the project site must be included; b) Consistent with General Condition 02. *Waivers*, a written demonstration that any proposed impact limit waiver that may be allowable under this certification will result in minimal impacts to aquatic resource functions; c) Consistent with General Condition 03. *Avoidance, Minimization, and Mitigation*, a written statement documenting measures taken to avoid and minimize temporary and permanent impacts to waters of the U.S.; d) Consistent with General Condition 04. *Prohibition on the Multiple Use of One NWP for a Single Project*, for proposed utility or transportation projects where the same NWP is proposed at multiple locations, a written determination will be provided describing independent utility of each impact location and how the project will not contribute to more than minimal direct, indirect and cumulative impacts to waters of the U.S., either at the impact site or to upstream, downstream, or adjacent aquatic resources. e) The name(s) of any species listed as endangered or threatened under the Endangered Species Act which may be adversely affected by the proposed work, either directly or by impacting designated critical habitat; f) Identification of any cultural or historic properties listed in, or eligible for listing in, the National Register of Historic Places that may be adversely affected by the proposed work. Written notification should be mailed to USEPA Region 9, WTR-8, 75 Hawthorne Street, San Francisco, CA 94105.

02. Waivers - For certain NWPs, Corps District Engineers may waive impact thresholds for intermittent and ephemeral drainages by making a written determination that the discharge will result in minimal adverse effects. To ensure that these waters, commonly found on tribal lands in the arid southwest, receive an adequate level of protection, and to prevent the NWP Program from having more than minimal adverse impacts to the aquatic environment, all proposed impact limit waivers are denied under this certification unless EPA approves a written determination that the waiver will not exceed minimal impacts to aquatic resource functions. For some NWPs where the Corps does not include an impact limit, EPA has added an impact limit as a permit-specific condition. Some of these NWPs also include a condition that a waiver may be provided when EPA approves a written determination that the waiver will not exceed minimal impacts to aquatic resource functions. Impacts to special aquatic sites are not permitted under this certification unless EPA approves a written determination that impacts to aquatic resource functions will be minimal. "Special aquatic sites" include sanctuaries and refuges, wetlands, mud flats, vegetated shallows, coral reefs and riffle pool complexes. When EPA approval is required for a waiver, EPA will act within sixty days of receiving a complete PCN or MPCN.

03. Avoidance, Minimization, and Mitigation - To protect water quality and beneficial uses of U.S. waters on tribal lands, all projects using NWPs must avoid discharges to the maximum extent practicable, and utilize the best available and practicable means of minimizing the adverse impact of discharges that cannot be avoided. A written statement documenting measures taken to avoid and minimize temporary and permanent impacts to waters of the U.S. will be provided to EPA and the Corps with each PCN or MPCN. To the extent practicable, temporary impact sites will be returned to pre-construction contours and substrate. Where applicable, banks shall be reseeded or replanted with native vegetation. EPA shall make a written determination, within sixty days of receipt of a complete PCN or MPCN, whether compensatory mitigation measures are required to ensure the activity will have only minimal adverse effects, but no such determination is required for a project to begin work if otherwise in compliance with the NWP, this programmatic certification, and any applicable tribal or local authorities' requirements. Nevertheless, should compensatory mitigation be determined necessary by EPA, the mitigation becomes a condition of water quality certification and thus a condition of the Corps' permit. Failure to address an EPA mitigation requirement would therefore place a permittee out of compliance with their NWP and potentially subject to a range of

[1] Clean Water Act Section 401 Certification (a): http://water.epa.gov/lawsregs/guidance/wetlands/sec401.cfm

[2] NOTE: this requirement does not modify or eliminate existing Corps requirements regarding PCNs for projects proceeding on tribal lands (or elsewhere).

Corps and EPA enforcement actions. The need for post-project performance and/or mitigation monitoring and reporting (if applicable) will be determined by EPA on a case-by-case basis.

04. Prohibition on the Multiple Use of One NWP for a Single Project - Permittees may not use the same NWP multiple times (more than once) for one single and complete project at locations that do not have independent utility; to do so circumvents acreage limitations of the NWPs and may result in more than minimal adverse impacts to water quality and other ecosystem services. For example, under this certification, linear transportation projects on tribal lands must sum the impacts of each proposed crossing of individual waters of the U.S. and use that total to determine eligibility for NWP 14 (Linear Transportation Projects). If the acreage or linear foot impacts exceed the limits of the applicable NWP (or combination of applicable *different* NWPs), minimal adverse impacts to water quality may be exceeded and the project is not eligible for 401 certification under this programmatic action. Under these circumstances, projects must seek individual certification from EPA, and EPA may grant, grant with conditions, waive, or deny 401 certification of the project under the NWP. In the event of a denial, the NWP would not be available to the project proponent and therefore applicants may need to apply to the Corps for authorization under a different General Permit, Letter of Permission, or Individual Permit as appropriate and determined by the Corps. EPA would review these other proposed permit actions for case-by-case certification. Note that, on a case-by-case basis, EPA may waive this General Condition and allow the use of multiple NWPs if the applicant so appeals, and demonstrates in their PCN or MPCN that authorization under the NWP will result in minimal and/or completely mitigated impacts to the aquatic environment, individually and cumulatively.

05. Use of Appropriate Fill Material - To the extent practicable, local, native materials should be used as fill material. (*e.g.*, soil, sand, or rock from the site or near the site; clean building materials or clean imported earthen fill). Inappropriate and unauthorized fill materials include, but are not limited to: tires, junked or abandoned vehicles, appliances, or other equipment; garbage; debris; oil drums or other chemically contaminated vessels; artificial turf; non-native vegetation; etc. If an applicant has any doubts or questions about the suitability of a proposed fill material, they should consult with the Corps and/or EPA prior to discharging into waters of the U.S. Such consultation may be via phone, or written letter, fax or electronic mail.

06. Dewatered Conditions - Discharges below the ordinary high water mark or within jurisdictional wetlands are not approved under this certification unless the discharge site is naturally dewatered (*e.g.*, seasonally dry), or dewatering has been authorized by the Corps, thereby avoiding direct discharge of pollutants into the water column. If the site is artificially dewatered, permittees shall, to the extent practicable, avoid dewatering techniques that require additional temporary or permanent discharges of fill material within jurisdictional waters (*e.g.*, coffer dams).

07. Fills Within Floodplains - Projects requiring NWP authorization for discharges of fill material within 100-year floodplains shall include in their PCN or MPCN a statement of compliance with Executive Order 11988 (Floodplain Management). However, discharges within the FEMA-mapped 100-year floodplain associated with residential and commercial development are not certified for use under the NWP program on tribal lands. The 100-year floodplain is based on hydrologic conditions prior to permit issuance.

08. Best Management Practices - Except as specified in the application, no debris, silt, sand, cement, concrete, oil or petroleum, organic material, or other construction related materials or wastes shall be allowed to enter into or be stored where it may be washed by rainfall or runoff into waters of the U.S. Silt fences, straw wattles, and other techniques shall be employed as appropriate to protect waters of the U.S. from sedimentation and other pollutants. Water used in dust suppression shall not contain contaminants that could violate surface water or aquifer standards. Permittees and their contractors shall take necessary steps to minimize channel and bank erosion within waters of the United States during and after construction. A copy of the permit conditions shall be provided to all contractors and subcontractors, and will be posted visibly at project construction sites.

09. Transportation Projects - Permittees shall implement State transportation agencies' guidelines for construction sites to protect water quality and aquatic habitat. In California, CALTRANS has guidance in the *CALTRANS Stormwater Quality Manuals and Handbooks*[3]; in Nevada NDOT has guidance in their *NDOT Water Quality Manuals*[4]; and in Arizona, ADOT has guidance in their *Erosion and Pollution Control Manual*[5].

10. Inspections - The permittee shall allow EPA representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the NWP verification.

11. Buffers - Unless specifically determined to be impracticable by the Corps and EPA, for NWPs 29, 39, 40, and 42, the permittee shall establish and maintain upland buffers in perpetuity between upland structures constructed as part of the project approved by the NWP and all preserved open waters, streams and wetlands, including created, restored, enhanced or preserved waters of the U.S. Buffers should be vegetated whenever practicable. Plantings in buffers should be dominated by native species, and not include any federal or state listed invasive or noxious weed species[6]. Except in unusual circumstances, as determined by the Corps and EPA, buffers shall be at least 50 feet in width from the lateral limits of the Corp's jurisdiction[7].

12. *Protected Lands* - The permittee shall record the NWP verification with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title of interest in real property for areas designated to be preserved as part of compensatory mitigation for authorized impacts, including any associated covenants or restrictions.

13. *Impaired Water Bodies* - If a proposed activity would result in dredge or fill in water bodies listed as impaired under Section 303(d) of the CWA, the PCN or MPCN must include specific measures that will be used to avoid exacerbating the impairment(s).[8]

[3] http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

[4] http://www.nevadadot.com/About_NDOT/NDOT_Divisions/Engineering/Hydraulics/Water_Quality_BMP_Manuals.aspx

[5] http://www.azdot.gov/inside_adot/OES/Water_Quality/Stormwater/Manuals.asp

[6] http://plants.usda.gov/java/noxiousDriver

[7] Ordinary high water mark in non-tidal and the mean higher high water line in tidal waters

[8] EPA Region 9 lists of impaired water bodies: http://www.epa.gov/region9/water/tmdl/303d.html

Specific Nationwide Permits

NWP-01 Aids to Navigation - Subject to the General Conditions (GCs) above, this NWP is hereby programmatically certified.

NWP-02 Structures in Artificial Canals - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-03 Maintenance - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. "Currently serviceable structures" which may be maintained under this permit do not include undersized culverts or structures that cause or exacerbate channel incision, bank destabilization, and/or prevent fish and wildlife passage due to inadequate design or construction standards. Certification of this permit is granted only if the existing structure proposed to be maintained demonstrably preserves (via design, flow modeling or other information in the PCN) the natural functions of the affected aquatic resource when the structure is fully operational. Otherwise, an alternative permit should be utilized as appropriate (*e.g.*, NWP 13 Bank Stabilization). Where existing bank stabilization structures are to be maintained, bioengineered methods shall be utilized to the extent practicable in lieu of "rip-rap" or other hardscape engineered materials. This permit shall not authorize the enlargement of, or increase in, the footprint of a structure within waters of the U.S., unless that enlargement consists of the replacement of existing artificial channel armoring materials (e.g., rip-rap, soil cement, etc.) with low-impact bioengineered natural channel design structures (e.g., log revetments, geotextile rolls/mats, root wads, brush mattresses, willow wattling, etc.)

NWP-04 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-05 Scientific Measurement Devices - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-06 Survey Activities - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-07 Outfall Structures and Associated Intake Structures - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-08 Oil and Gas Structures on the Outer Continental Shelf - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-09 Structures in Fleeting and Anchorage Areas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-10 Mooring Buoys - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-11 Temporary Recreational Structures - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-12 Utility Line Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of waters of the U.S., including intermittent and ephemeral streams. Only the 300 linear foot limit may be waived by EPA upon approval, consistent with General Condition 02. *Waivers*. Under this certification, NWP 12 can only be used once for a single and complete project having independent utility. When NWP 12 is proposed for multiple locations a written determination will be provided describing independent utility of each impact location for approval by EPA, consistent with General Condition 01. *Notification*. Permittees are required to ensure that the construction of utility lines does not result in the draining of any water of the U.S., including wetlands. This may be accomplished through the use of clay blocks, bentonite, or other suitable material (as approved by EPA) to seal the trench. For utility line trenches, during construction, the permittee shall remove and stockpile, separately, the top 6 – 12 inches of topsoil. Following installation of the utility line(s), the permittee shall replace the stockpiled topsoil on top and seed the area with native vegetation.
NWP-13 Bank Stabilization - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of waters of the U.S., including intermittent and ephemeral streams. All bank stabilization activities under this permit shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.) or a combination of hard-armoring (e.g. rock) and native vegetation or bioengineered design techniques, unless specifically determined to be impracticable by the EPA.
NWP-14 Linear Transportation Projects - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of non-tidal waters of the U.S., including intermittent and ephemeral streams, and 1/3 acre or 300 linear feet of tidal waters of the U.S. NWP 14 can only be used once for a single and complete project having independent utility. When NWP 14 is proposed for multiple locations a written determination will be provided describing independent utility of each impact location for approval by EPA, consistent with General Condition 01. *Notification*. All bank stabilization activities under this permit shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.) or a combination of hard-armoring (e.g. rock) and native vegetation or bioengineered design techniques, unless specifically determined to be impracticable by the EPA.
NWP-15 U.S. Coast Guard Approved Bridges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-16 Return Water from Upland Contained Disposal Areas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-17 Hydropower Projects - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-18 Minor Discharges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-19 Minor Dredging - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-20 Response Operations for Oil and Hazardous Substances - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-21 Surface Coal Mining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Before an applicant may use this permit, EPA must approve a compensatory mitigation plan sufficient to ensure impacts to aquatic resource functions are minimal.
NWP-22 Removal of Vessels - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-23 Approved Categorical Exclusions - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-24 Indian Tribe or State Administered Section 404 Programs - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-25 Structural Discharges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-26 [Reserved]
This NWP is no longer in use. No certification is necessary.
NWP-27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities - Subject to the GCs above, and the following permit-specific condition, this NWP is hereby programmatically certified. Upon review of a PCN or MPCN, consistent with General Condition 01. *Notification*, EPA will approve or deny on a case-by-case basis whether the proposed project will result in a net increase in aquatic resource functions and services, consistent with the NWP. An individual certification may be required in the event EPA denies approval of a waiver for this NWP.
NWP-28 Modifications of Existing Marinas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-29 Residential Developments - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to 1/4 acre of impacts to non-tidal waters of the U.S. for single family houses, and the greater of 1/2 acre or 300 linear feet of impact to waters of the U.S. for multi-unit residential developments. Under this certification, this permit will not be used to approve residential developments and their attendant features within the 100-year floodplain. The 100-year floodplain is determined based on hydrologic conditions at the time of the NWP application. Recreational facilities such as playgrounds, playing fields, and golf courses are not authorized under this certification. These projects are separate and distinct from residential developments, are not required to be included in a residential development project for it to be practicable, and their construction within waters is normally avoidable.
NWP-30 Moist Soil Management for Wildlife - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-31 Maintenance of Existing Flood Control Facilities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Upon review of a PCN, consistent with General Condition 01. *Notification*, EPA will approve or deny on a case-by-case basis whether the proposed project will result in minimal impacts to waters of the U.S. for projects that include removal of levee vegetation.
NWP-32 Completed Enforcement Actions - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-33 Temporary Construction, Access, and Dewatering - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-34 Cranberry Production Activities - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-35 Maintenance Dredging of Existing Basins - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-36 Boat Ramps - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to 50 cubic yards of fill and ramps that are 20 feet wide or less.

NWP-37 Emergency Watershed Protection and Rehabilitation - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-38 Cleanup of Hazardous and Toxic Waste - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-39 Commercial and Institutional Developments - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Under this certification, this permit will not be used to approve commercial and institutional developments and their attendant features within the 100-year floodplain. The 100-year floodplain is determined based on hydrologic conditions at the time of the NWP application. Recreational facilities such as playgrounds, playing fields, and golf courses are not authorized under this certification. These projects are separate and distinct from commercial and institutional development, are not required to be included in such developments to be practicable, and their construction within waters is normally avoidable.

NWP-40 Agricultural Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Construction of farm ponds under this certification is limited to those that do not qualify for the Clean Water Act section 404(f)(1)(C) exemption because of the recapture provision at section 404(f)(2). Under this certification, no discharges are authorized which would impact hydrological connectivity between jurisdictional waters to such an extent as to convert waters of the U.S. to uplands, or otherwise isolate waters and eliminate federal regulatory jurisdiction. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-41 Reshaping Existing Drainage Ditches - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams. All sidecast materials from excavation must be stored and/or disposed of within non-jurisdictional uplands under this certification. A statement must be included in the notification as to how the applicant's activities will improve water quality. Under this certification, no discharges are authorized which would impact hydrological connectivity between jurisdictional waters to such an extent as to convert waters of the U.S. to uplands, or otherwise isolate waters to eliminate federal regulatory jurisdiction.

NWP-42 Recreational Facilities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-43 Stormwater Management Facilities - Use of this NWP is not covered by this programmatic certification, and prospective users on tribal lands must seek individual project certification from EPA in all cases. NWP authorization of constructing stormwater facilities within waters of the U.S. discourages applicants from using practicable construction options that locate stormwater retention and detention facilities "off line" from streams. For example, retention facilities are often built as sediment (or debris) basins within a stream. This practice includes constructing a dam in the stream, excavating out a basin, and regular sediment removal to maintain the structure. These facilities cause considerable and unnecessary damages to stream functions as retention facilities can be located "off line" by constructing a high flow diversion channel above the ordinary high water mark. If applicants can continue to use the traditional, more damaging practices that are sanctioned by this NWP, there is no incentive for these management practices to improve. We do not believe NWP-43 for new facilities complies with the CWA Section 404(b)(1) Guidelines. CWA section 401 certification for this NWP is denied without prejudice. Applicants for projects on tribal lands must apply to EPA for individual certification if this NWP is proposed to be used. Applicants can apply for an individual certification by providing the same content required in a MPCN described in General Condition 01. *Notification*, of this certification.

NWP-44 Mining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Applicants must ensure that mining activities (e.g., aggregate mining) approved by this NWP will not cause upstream head cutting or downstream incision. Notification to EPA shall include a narrative description and design drawing, when applicable, of any measure that will be implemented to comply with the condition. When used for in-stream aggregate mining activities, compensatory mitigation is likely to be required due to extensive indirect impacts and temporal losses typical of this type of impact.

NWP-45 Repair of Uplands Damaged by Discrete Events - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-46 Discharges in Ditches

Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-47 [Reserved] - This NWP is no longer in use. No certification is necessary.

NWP-48 Commercial Shellfish Aquaculture Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Under this certification, impacts to submerged aquatic vegetation are prohibited, consistent with NWP 19. *Minor Dredging*, and NWP 36. *Boat Ramps*.

NWP-49 Coal Remining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams. Applicants must provide information in the PCN illustrating that activities authorized under NWP-49 will result in a net increase in aquatic resource functions.

NWP-50 Underground Coal Mining Activities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-51 Land-Based Renewable Energy Generation Facilities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-52 Water-Based Renewable Energy Generation Pilot Projects - Subject to the GCs above, this NWP is hereby programmatically certified.

NATIONWIDE PERMIT NUMBER 14

LINEAR TRANSPORTATION PROJECTS

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

A. General Information

This document is an aid to understanding the terms and conditions of your nationwide permit (NWP) by bringing together information issued separately in; (1) the Federal Register (77 FR 10184-10290)*, (2) the Special Public Notice for NWP "Reissuance of the Nationwide Permits and Issuance of Final Regional Conditions for the Los Angeles District"*, and (3) the Clean Water Act Section 401 water quality certification decisions (401 WQCs)* issued by the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, U.S. Environmental Protection Agency, and Arizona Department of Environmental Quality. Please note that website addresses enclosed herein may have been changed and updated since publication of the original document.

1) Pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401 et seq) the U.S. Army Corps of Engineers (Corps) published the "Reissuance of Nationwide Permits" in the Federal Register (77 FR 10184-10290) on February 21, 2012. These NWPs are in effect from March 19, 2012 through March 18, 2017 unless modified, reissued, or revoked before that time. It is incumbent upon the permittee to remain informed of changes to the NWPs.
2) The Los Angeles District of the Corps issued a Special Public Notice (March 15, 2012) announcing final regional conditions for NWPs to ensure protection of high value waters within the State of Arizona.
3) The Los Angeles District of the Corps requested and obtained for the entire State of Arizona the 401 WQC decision for all NWPs on all tribal lands from the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, and U.S. Environmental Protection Agency and on all non-tribal lands from the Arizona Department of Environmental Quality.

A description of all NWPs and 401 WQCs can be found in the "Nationwide Permits for Arizona" Special Public Notice.*

*Note: For online availability see section "F. Document Availability" of this enclosure.

Key Sections:

B. Nationwide Permit Terms (page 1)
C. Nationwide Permit General Conditions (page 1)
D. Nationwide Permit Regional Conditions (page 6)
E. 401 Water Quality Certifications (page 7)

B. Nationwide Permit Terms

14. Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

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

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

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

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

C. Nationwide Permit General Conditions

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

more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

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

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

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

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

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

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

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

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

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

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

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

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

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

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

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

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

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of

the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs. (e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.noaa.gov/fisheries.html respectively.
(Note: Arizona endangered species information is available at http://www.fws.gov/southwest/es/arizona/Threatened.htm#CountyList)

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed. (d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding

national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332. (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment. (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered. (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). 4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment. (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs. (f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of

concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

_____

(Transferee)

_____

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either: (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2). (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information: (1) Name, address and telephone numbers of the prospective permittee; (2) Location of the proposed project; (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans); (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate; (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why

compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan. (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level. (2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5. (3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. Nationwide Permit Regional Conditions

Of the ten regional conditions effective within the Los Angeles District of the Corps, six apply to projects within Arizona (1-4, 9 and 10). The remaining four regional conditions apply to specific geographic areas, resources, or species not located in Arizona.

The following regional conditions must be complied with for any authorization by a NWP to be valid in the State of Arizona:

Regional Condition 1: For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.

Regional Condition 2: Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-52 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).

Regional Condition 3: When a pre-construction notification (PCN) is required, the appropriate U.S. Army Corps of Engineers (Corps) District shall be notified in accordance with General Condition 31 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: http://www.spl.usace.army.mil/Missions/CivilWorks/Regulatory.aspx. In addition, the PCN shall include: A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States; drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for projects located within the boundaries of the Los Angeles District shall comply with the most current version of the Map and Drawing Standards for the Los Angeles District Regulatory Division (available on the Los Angeles District Regulatory Division website at: http://www.spl.usace.army.mil/Missions/CivilWorks/Regulatory.aspx); and numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.

Regional Condition 4: Submission of a PCN pursuant to General Condition 31 and Regional Condition 3 shall be required for all regulated activities in the following locations: a) All perennial waterbodies and special aquatic sites within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California, excluding the Colorado River in Arizona from Davis Dam to River Mile 261 (northern boundary of the Fort Mojave Indian Tribe Reservation). The desert region in California is limited to four USGS HUC accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002). b) All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: http://www.swr.noaa.gov/efh.htm. c) All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south. d) The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.

Regional Condition 9: Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWPs 29, 39, 40 and 42, 43, 44, 51 and 52 or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following: a) A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information. b) An analysis of the proposed impacts to the waterbody in accordance with General Condition 31 and Regional Condition 3; c) Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and d) A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.

Regional Condition 10: The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

E. 401 Water Quality Certification (401 WQC)

A 401 WQC is mandatory for any activity that requires a Clean Water Act Section 404 permit. A 401 WQC is required prior to discharging any dredged or fill material into a water of the United States. Only one of the following 401 WQCs listed below will apply to your project. The geographical location of your project will determine which 401 WQC is applicable. The 401 WQCs issued for this NWP will remain in effect through March 18, 2017.

On all "Non-Tribal Lands", lands that are not part of federally recognized Indian Reservation, the Arizona Department of Environmental Quality (ADEQ) is the agency responsible for issuing the 401 WQC.

On all "Tribal Lands", lands that are part of a federally recognized Indian Reservation, the U.S. Environmental Protection Agency (EPA) is responsible for issuing the 401 WQC except where EPA has delegated the 401 WQC authority to the White Mountain Apache Tribe (Fort Apache Indian Reservation), Hopi Tribe (Hopi Indian Reservation), Hualapai Tribe (Hualapai Indian Reservation), or Navajo Nation (Navajo Indian Reservation).

If "Individual Certification" is required you must apply for, receive, and comply with the 401 WQC issued by ADEQ, EPA, or the appropriate Tribe.

Non-tribal Lands - 401 WQCs

The 401 WQCs issued by ADEQ are summarized in Table 1. For projects that can be conditionally certified the project must comply with all of the applicable ADEQ 401 General Conditions that follow Table 1.

Tribal Lands - 401 WQCs

Fort Apache Indian Reservation (White Mountain Apache Tribe):	Individual Certification required for all projects.*
Hopi Indian Reservation (Hopi Tribe):	Individual Certification required for all projects.*
Hualapai Indian Reservation (Hualapai Tribe):	Individual Certification required for all projects.*
Navajo Indian Reservation (Navajo Nation):	Individual Certification required for all projects.*
All other Indian Reservations (EPA):	401 WQCs issued by EPA are summarized in Table 2. EPA's General and Permit-Specific Conditions follow Table 2.*

*Note: For online availability see section "F. Document Availability" of this enclosure.

401 WQC Contact Information

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Robert Scalamera
Surface Water Section, 401 Certifications
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F. Document Availability

Reissuance of Nationwide Permits, 77 FR 10184-10290	http://www.gpo.gov/fdsys/pkg/FR-2012-02-21/pdf/2012-3687.pdf
Special Public Notice for Regional Conditions	Contact Corps project manager for copy of document.
EPA 401 WQC for NWPs	Contact Corps project manager for copy of document.
White Mountain Apache Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Hopi Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Havasupai Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Navajo Nation 401 WQC for NWPs	Contact Corps project manager for copy of document.
ADEQ 401 WQC for NWPs	Contact Corps project manager for copy of document.

Table 1 - ADEQ 401 WQCs for all Non-Tribal Lands

NWP	303(d) impaired waters [1] & Tributaries to 303[d]-impaired waters[2]	OAW[3] & Tributaries to OAW	Lakes[4]	Other Waters[5]	Comments
1 - Aids to Navigation	-	-	-	-	N/A
2 - Structures in Artificial Canals	-	-	-	-	N/A
3 - Maintenance	I	I	I	C	
4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	I	I	I	C	
5 - Scientific Measurement Devices	I	I	I	C	
6 - Survey Activities	I	I	I	C	
7 - Outfall Structures and Associated Intake Structures	I	I	I	C	
8 - Oil and Gas Structures on the Outer Continental Shelf	-	-	-	-	N/A
9 - Structures in Fleeting and Anchorage Areas	-	-	-	-	N/A
10 - Mooring Buoys	-	-	-	-	N/A
11 - Temporary Recreational Structures	-	-	-	-	N/A
12 - Utility Line Activities	I	I	I	C	
13 - Bank Stabilization	I	I	I	C	
14 - Linear Transportation Projects	I	I	I	C	
15 - U.S. Coast Guard Approved Bridges	I	I	I	C	
16 - Return Water From Upland Contained Disposal Areas	I	I	I	C	
17 - Hydropower Projects	I	I	I	C	
18 - Minor Discharges	I	I	I	C	
19 - Minor Dredging	I	I	I	C	
20 - Response Operations for Oil and Hazardous Substances	I	I	I	T	If work begins within 14 days of event.
21 - Surface Coal Mining Activities	I	I	I	I	
22 - Removal of Vessels	I	I	I	C	
23 - Approved Categorical Exclusion	I	I	I	C	
24 - Indian Tribe or State Administered Section 404 Programs	-	-	-	-	N/A
25 - Structural Discharges	I	I	I	C	
26 - [Reserved]	-	-	-	-	
27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities	I	I	I	I	
28 - Modifications of Existing Marinas	-	-	-	-	N/A
29 - Residential Developments	I	I	I	C	
30 - Moist Soil Management for Wildlife	I	I	I	C	
31 - Maintenance of Existing Flood Control Facilities	I	I	I	C	
32 - Completed Enforcement Actions	I	I	I	C	
33 - Temporary Construction, Access, and Dewatering	I	I	I	C	
34 - Cranberry Production Activities	I	I	I	I	
35 - Maintenance Dredging of Existing Basins	-	-	-	-	N/A
36 - Boat Ramps	I	I	I	C	
37 - Emergency Watershed Protection and Rehabilitation	I	I	I	T	If work begins within 30 days of event.
38 - Cleanup of Hazardous and Toxic Waste	I	I	I	T	If work begins within 2 days of discovery.
39 - Commercial and Institutional Developments	I	I	I	C	
40 - Agricultural Activities	I	I	I	C	
41 - Reshaping Existing Drainage Ditches	I	I	I	C	
42 - Recreational Facilities	I	I	I	C	
43 - Stormwater Management Facilities	I	I	I	C	
44 - Mining Activities	I	I	I	I	
45 - Repair of Uplands Damaged by Discrete Events	I	I	I	T	If work begins within 14 days of event.
46 - Discharges in Ditches	I	I	I	C	
47 - [Reserved]	-	-	-	-	Reserved
48 - Commercial Shellfish Aquaculture Activities	I	I	I	C	
49 - Coal Remining Activities	I	I	I	I	
50 - Underground Coal Mining Activities	I	I	I	I	
51 - Land-Based Renewable Energy Generation Facilities	I	I	I	C	
52 - Water-Based Renewable Energy Generation Pilot Projects	I	I	I	C	

C = Conditionally certified in Other waters, all applicable CWA 401 General Conditions listed on following pages apply.
T = Conditionally certified only if work begins within designated time of event, otherwise individual 401 certification required.
I = Individual certification required. N/A = Not Available/Not Applicable.

[1] 303[d]-listed Impaired Waters list available at http://www.azdeq.gov/index.html. For projects on an impaired surface water, if the project is within 1600 meters (or 1 mile) upstream and/or 800 meters (½ mile) downstream of an impaired surface water.

[2] Tributaries to 303[d]-impaired waters. For projects on a tributary to an impaired surface water, or if the tributary mouth is to an impaired surface water and the project is within 1600 meters (or 1 mile) of its mouth.

[3] Outstanding Arizona Waters (OAW) are the surface waters of exceptional quality listed at http://www.azdeq.gov/index.html. For projects on a designated Outstanding Arizona Water OAW, if the project is within 1600 meters (or 1 mile) upstream and/or 800 meters (½ mile) downstream of a designated OAW. Also, Tributaries to Outstanding Arizona Waters: For projects on a tributary to a designated Outstanding Arizona Water, or if the tributary mouth is to an impaired surface water and the project is within 1600 meters (or 1 mile) of its mouth.

[4] Lakes are lakes and reservoirs listed at http://www.azdeq.gov/index.html

[5] Other Waters are all WUS that are not otherwise designated as a 303(d) Impaired, OAW, or a lake.

ADEQ 401 General Conditions applicable to Other Waters of the United States (WUS) on all Non-Tribal Lands

1) Any discharge occurring as a result of activities certified for the subject project shall not cause an exceedence of any Water Quality Standard (WQS). Applicability of this condition is as defined in A.A.C. R18-11-102.
2) This certification does not authorize the discharge of wastewater, process residues or other waste to any WUS.
3) Work shall be conducted and monitored to ensure that pollution from the activities certified herein does not cause an exceedence of Arizona WQS in any WUS.
4) Activities herein certified shall be performed during periods of low flow (baseflow or less) in any WUS, or no flow in the case of ephemeral and intermittent WUS. No work shall be done, nor shall any equipment or vehicles enter any WUS while flow is present, unless all applicable conditions in this certification are met.
5) The effectiveness of all pollution control measures, including erosion and sedimentation, shall be reevaluated after each flow event and repaired/modified as needed.
6) Applicant must minimize clearing, grubbing, scraping or otherwise limit exposure of erodible surface to the minimum necessary for each construction phase or location.
7) If activities certified herein are likely to cause or contribute to an exceedence of WQS, or create an impediment to the passage of fish or other aquatic life - operations shall cease until the problem is resolved or until control measures have been undertaken.
8) Erosion control, sediment control and/or bank protection measures shall be installed before construction and pre-operation activities, and shall be maintained during construction and post-construction periods to minimize channel or bank erosion, soil loss and sedimentation. Control measures shall not be constructed of uncemented or unconfined imported soil, or other materials easily transported by flow.
9) For portions of the project utilizing potable water or groundwater for irrigation or dust control, direct runoff of such water shall be limited to the extent practicable and shall not cause downstream erosion or flooding.
10) The applicant is responsible for ensuring construction material and/or fill (other than native fill or that necessary to support revegetation) placed in any WUS, shall not include materials that can cause or contribute to pollution of the WUS. Examples of prohibited fill include pollutant-contaminated soil and materials defined as pollutants or hazardous in Arizona Revised Statutes (A.R.S.) § 49-201. Fill used to support vegetation rooting or growth shall be protected from erosion.
11) Any washing of fill material must occur outside of any WUS prior to placement and the rinseate from such washing shall be settled, filtered or otherwise treated to prevent migration of pollutants (including sediment) or from causing erosion to any WUS. Other than replacement of native fill or material used to support vegetation rooting or growth, fill placed in locations subject to scour must resist washout whether such resistance is derived via particle size limits, presence of a binder, vegetation, or other armoring.
12) Any dredged material or waste material is to be placed and retained in areas outside any WUS. Runoff from this material/area is to be settled, filtered or otherwise treated to prevent migration of pollutants (including sediment) to any WUS.
13) Acceptable construction materials that will or may contact water in any WUS are: untreated logs and lumber, crushed stone, crushed clean concrete (recycled concrete), native fill, precast, sprayed or cast-in-place concrete (including soil cement and unmodified grouts), steel (including galvanized), plastic and aluminum. Use of other materials may be allowed, but require application for an individual 401 certification.
14) Upon completion of construction the applicant shall ensure no adverse change, due to the subject project, has occurred in the stability with respect to stream hydraulics, erosion and sedimentation, of any WUS including upstream and downstream from the project. If such change has occurred, the applicant shall take steps to restore the pre-project stability of any impacted segments.
15) Except where the activities certified herein are intended to permanently alter any WUS, all disturbed areas shall be restored and (re)vegetated as soon as physically practicable. Vegetation shall be maintained on unarmored banks and slopes to stabilize soil and prevent erosion.
16) If retention/detention basins are included in the project, applicant will complete the grading necessary to direct runoff towards retention/detention basins no later than immediately following initial land clearing or rough grading. Retention/detention basins shall be sized to accept storm runoff and capture sediment prior to it entering or moving downstream in any WUS. Detention basins will provide detention by controlling outflow and shall cause no significant change to the hydraulic conditions of the upstream or downstream WUS outside of the project boundaries. The basins shall be maintained; e.g., have sediment removed, as required to maintain their function.
17) Unless specifically permitted to do so when flow is present in any WUS within the project area, the applicant and any contractor will not alter the flow by any means except to prevent erosion or pollution of any WUS.
18) Silt laden or turbid water resulting from activities certified herein shall be settled, filtered or otherwise treated to ensure no violation of Arizona WQS in any WUS.
19) When flow in any WUS in the work area is sufficient to erode, carry or deposit material, activities certified herein shall cease until:
The flow decreases below the point where sediment movement ceases, or control measures have been undertaken; e.g., equipment and materials easily transported by flow are protected with non-erodible barriers or moved outside the flow area.
20) The applicant will erect any barriers, covers, shields and other protective devices as necessary to prevent any construction materials, equipment or contaminants/pollutants from falling, being thrown or otherwise entering any WUS.
21) The applicant must designate area(s) for equipment staging and storage located entirely outside of any WUS. In addition, the applicant must designate areas, located entirely outside of any WUS, for fuel, oil and other petroleum product storage and for solid waste containment. All precautions shall be taken to avoid the release of wastes, fuel or other pollutants to any WUS. Any equipment maintenance, washing or fueling that cannot be done offsite will be performed in the designated area with the following exception: equipment too large or unwieldy to be readily moved; e.g., large cranes, may be fueled and serviced in the WUS (but outside of standing or flowing water) as long as material specifically manufactured and sold as spill containment is in place during fueling/servicing. All equipment shall be inspected for leaks, all leaks shall be repaired and all repaired equipment will be cleaned to remove any fuel or other fluid residue prior to use within (including crossing) any WUS. The applicant shall have a spill containment plan onsite to ensure that pollutants are prevented from entering any WUS. Any pollutant generated by activities certified herein shall be properly disposed of in accordance with applicable regulations. A spill response kit will be maintained in this (these) area(s) to mitigate any spills. The kit will include material specifically manufactured and sold as spill adsorbent/absorbent and spill containment. The applicant will ensure that whenever there is activity on the site, that there are personnel on site trained in the proper response to spills and the use of spill response equipment.
22) Permanent and temporary pipes and culverted crossings shall be adequately sized to handle expected flow and properly set with end section, splash pads, or headwalls that dissipate water energy to control erosion.

23) All temporary structures, within any WUS, constructed of imported materials and all permanent structures within any WUS, including but not limited to, access roadways; culverted and unculverted crossings; staging areas; material stockpiles; berms, dikes and pads, shall be constructed so as to accommodate overtopping and must resist washout of the feature by streamflow.
24) Any temporary crossing, other than fords on native material, shall be constructed in such a manner so as to provide armoring of the stream channel. Materials used to provide this armoring shall not include anything easily transportable by flow. Examples of acceptable materials include steel plates, wooden planks, pre-cast concrete planks or blocks; examples of unacceptable materials include clay, silt, sand and gravel finer than cobble (roughly fist-sized). The armoring must, via mass, anchoring systems or a combination of the two, resist washout. Any ford shall be designed, and maintained as necessary, to carry the proposed traffic without causing erosion or sedimentation of the stream channel while dry or during a flow event equal to or less than the crossing's design event; i.e., the flow event which closes the ford to traffic. No unarmored ford shall be subject to heavy-truck or equipment traffic after a flow event until the stream bed is dry enough to support the traffic without disturbing streambed material to a greater extent than in dry conditions. Light vehicles (less than 14,000 pounds gross weight) are not restricted by this condition. Applicant will take measures necessary to prevent approaches to any WUS crossing from causing erosion or contributing sediment to any WUS.
25) Temporary structures constructed of imported materials are to be removed no later than upon completion of the permitted activity.
26) Temporary structures constructed of native materials, if they provide an obstacle to flow or can contribute to or cause sedimentation or erosion, are to be removed no later than upon completion of the permitted activity.
27) Upon completion of the activities certified herein (except as noted in condition 28 -concrete curing), areas within any WUS shall be promptly cleared of all forms, piling, construction residues, equipment, debris or other obstructions.
28) If fully, partially or occasionally submerged structures are constructed of cast-in-place concrete instead of pre-cast concrete, applicant will take steps; e.g., sheet piling or temporary dams, to prevent contact between water (instream and runoff) and the concrete until it cures and until any curing agents have evaporated or otherwise cease to be available; i.e., are no longer a pollutant threat. Where practicable, construction work will be during extreme low water conditions or at a time and season with the highest probability of ensuring work is done in "the dry".
29) Any permanent WUS crossings other than fords, shall not be equipped with gutters, drains, scuppers or other conveyances that allow untreated runoff (due to events equal to or lesser in magnitude than the design event for the crossing structure) to directly enter a WUS if such runoff can be directed to a local stormwater drainage, containment and/or treatment system.
30) Applicant will clear debris as needed from culverts, ditches, dips and other drainage structures in any WUS to prevent clogging or conditions that may lead to washout.

Table 2 - EPA 401 WQC for Tribal Lands (All Indian Reservations except Fort Apache, Hopi, Hualapai and Navajo Indian Reservations)

NWP	Conditional Certification		Notification	Impact Limits	Notes
	General Conditions	Specific Conditions			
1 - Aids to Navigation	X		MPCN	None	
2 - Structures in Artificial Canals	X		MPCN	None	
3 – Maintenance	X	X	PCN or MPCN	Generally no increase in fill footprint	1,2
4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	X		MPCN	None	
5 - Scientific Measurement Devices	X		MPCN	25 cyds	
6 - Survey Activities	X		MPCN	25 cyds	
7 - Outfall Structures and Associated Intake Structures	X		PCN	None	
8 - Oil and Gas Structures on the Outer Continental Shelf	X		PCN	None	
9 - Structures in Fleeting and Anchorage Areas	X		MPCN	None	
10 - Mooring Buoys	X		MPCN	None	
11 - Temporary Recreational Structures	X		MPCN	None	
12 - Utility Line Activities	X	X	PCN or MPCN	**½ acre or 300'	3,4
13 - Bank Stabilization	X	X	PCN or MPCN	**½ acre or 300'	5
14 - Linear Transportation Projects	X	X	PCN or MPCN	**½ acre or 300' nontidal, ½ acre or 300' tidal	3
15 - U.S. Coast Guard Approved Bridges	X		MPCN	None	
16 - Return Water From Upland Contained Disposal Areas	X		MPCN	None	
17 - Hydropower Projects	X		PCN	None	
18 - Minor Discharges	X		PCN or MPCN	1/10 acre or 25 cyds	
19 - Minor Dredging	X		MPCN	25 cyds	
20 - Response Operations for Oil and Hazardous Substances	X		MPCN	None	
21 - Surface Coal Mining Activities	X	X	PCN	½ acre or 300'	6
22 - Removal of Vessels	X		PCN or MPCN	None	
23 - Approved Categorical Exclusion	X		PCN or MPCN	None	
24 - Indian Tribe or State Administered Section 404 Programs	X		MPCN	None	
25 - Structural Discharges	X		MPCN	None	
26 - [Reserved]					
27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities	X	X	PCN or MPCN	None	7
28 - Modifications of Existing Marinas	X		MPCN	None	
29 - Residential Developments	X	X	PCN or MPCN	**¼ acres for single house, ½ acres or 300' for multi-unit	8, 9
30 - Moist Soil Management for Wildlife	X		MPCN	None	
31 - Maintenance of Existing Flood Control Facilities	X	X	PCN	None	10
32 - Completed Enforcement Actions	X		MPCN	5 acres non-tidal or 1 acre tidal	
33 - Temporary Construction, Access, and Dewatering	X		PCN	None	
34 - Cranberry Production Activities	X		PCN	10 acres	
35 - Maintenance Dredging of Existing Basins	X		MPCN	Lesser of previously authorized or controlling depths	
36 - Boat Ramps	X		PCN or MPCN	50 cyds, 20'-wide ramp	8
37 - Emergency Watershed Protection and Rehabilitation	X		PCN or MPCN	None	
38 - Cleanup of Hazardous and Toxic Waste	X		PCN	None	
39 - Commercial and Institutional Developments	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
40 - Agricultural Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
41 - Reshaping Existing Drainage Ditches	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
42 - Recreational Facilities	X	X	PCN	½ acre or 300' non-tidal	
43 - Stormwater Management Facilities	Individual Certification Required		MPCN	Not Applicable	
44 - Mining Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
45 - Repair of Uplands Damaged by Discrete Events	X	X	PCN or MPCN	**½ acre or 300'	8
46 - Discharges in Ditches	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
47 - [Reserved]					
48 - Commercial Shellfish Aquaculture Activities	X	X	PCN or MPCN	**Impacts of submerged aquatic veg. prohibited	
49 - Coal Remining Activities	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
50 - Underground Coal Mining Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
51 - Land-Based Renewable Energy Generation Facilities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
52 - Water-Based Renewable Energy Generation Pilot Projects	X	X	PCN or MPCN	½ acre or 300'	

X=Conditional Certification requires compliance with General and Specific Conditions on following pages.
MPCN=Modified Pre-Construction (MPCN) must be submitted to EPA even though Corps notification is not required.
PCN=Pre-Construction Notification (PCN) submitted to Corps must also be submitted to EPA.
** Impacts limits are modified by EPA

Notes:
1. No undersized structures
2. Bioengineering used whenever practicable
3. Only once per single and complete project with independent utility
4. Waiver approval required from EPA for 300"
5. Waiver approval required from EPA
6. EPA approves mitigation plan first
7. Approval required from EPA
8. Waiver approval required from EPA
9. No recreational impacts authorized
10. Approval for levee vegetation removal required from EPA

EPA 401 WQC General and Specific Nationwide Permit Conditions for Tribal Lands
(All Indian Reservations except Fort Apache, Hopi, Hualapai and Navajo Indian Reservations)
General Conditions

Projects that are unable to comply with the general conditions of this programmatic certification are denied certification without prejudice and the applicant must apply to EPA for an individual certification. Applicants can apply for an individual certification by providing the same content required in a MPCN described in General Condition 01. *Notification*, of this programmatic certification, but EPA may request additional project information for individual certifications after receiving notification materials. When an individual certification is required, EPA will strive to issue, deny, or waive certification within sixty days of receipt of complete project information, but our review shall not exceed one year, the statutory limit beyond which certification is considered waived.[1]

01. Notification - To improve the government's ability to demonstrate whether the NWP program has minimal adverse impacts to the aquatic environment, individually and cumulatively, all NWP-authorized projects proceeding on tribal lands within Region 9 shall submit a form of notification to EPA Region 9 as described below.[2] Notification is required in order to be eligible for any NWP under this certification.

Projects seeking authorization under this certification will fall under one of the following two notification categories:

Pre-Construction Notification (PCN):

The Corps already requires a PCN, subject to criteria in the Corps' General Condition 31, because the project proposes use of a NWP that requires a PCN automatically or for specific activities authorized by the NWP. Applicants must simply forward a second copy of the PCN already required by the Corps to EPA Region 9 for notification. If a PCN is already required by the Corps and a waiver of impact limits is proposed beyond what is approved under this certification, applicants must include written determinations specified in General Condition 02. *Waivers* for EPA approval.

Modified Pre-Construction Notification (MPCN):

a)The Corps does not require a PCN for any activities authorized under the NWP proposed for use, or for impacts below limits identified in the NWP for a PCN. Applicants must forward a MPCN to EPA Region 9 for notification, subject to the criteria below. If a waiver of impact limits is proposed beyond what is approved under this certification, applicants must include written determinations specified in General Condition 02. *Waivers* for EPA approval. 1)***Timing.*** Applicants shall submit an MPCN to EPA Region 9 as early as possible, and in advance of any authorization letter from the Corps allowing the applicant to proceed under a given NWP. When an EPA approval is required by condition of this certification, EPA will act within sixty days of receiving a complete MPCN. 2)***Content.*** MPCNs must be in writing (electronic mail submittal is acceptable) and include the following information: a) Name, address and telephone numbers of the applicant and any agents or representatives. If available, the electronic mail address and fax numbers for these persons; b) Location of the proposed project; c) A description of the proposed project and impacts including i)the project's purpose; ii) direct and indirect adverse environmental effects the project would cause, including the proposed acreages and linear feet (for streams) of waters impacted, avoided, and where applicable, created or otherwise mitigated; iii) any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to determine compliance with NWP and EPA 401 conditions and to determine whether compensatory mitigation may be necessary. Maps, drawings and/or photographs of the project area and aquatic resources are not mandatory, but usually help to clarify the project and allow for quicker review. At minimum, a narrative description of any special aquatic sites and other waters of the United States on the project site must be included; b) Consistent with General Condition 02. *Waivers*, a written demonstration that any proposed impact limit waiver that may be allowable under this certification will result in minimal impacts to aquatic resource functions; c) Consistent with General Condition 03. *Avoidance, Minimization, and Mitigation*, a written statement documenting measures taken to avoid and minimize temporary and permanent impacts to waters of the U.S.; d) Consistent with General Condition 04. *Prohibition on the Multiple Use of One NWP for a Single Project*, for proposed utility or transportation projects where the same NWP is proposed at multiple locations, a written determination will be provided describing independent utility of each impact location and how the project will not contribute to more than minimal direct, indirect and cumulative impacts to waters of the U.S., either at the impact site or to upstream, downstream, or adjacent aquatic resources. e) The name(s) of any species listed as endangered or threatened under the Endangered Species Act which may be adversely affected by the proposed work, either directly or by impacting designated critical habitat; f) Identification of any cultural or historic properties listed in, or eligible for listing in, the National Register of Historic Places that may be adversely affected by the proposed work. Written notification should be mailed to USEPA Region 9, WTR-8, 75 Hawthorne Street, San Francisco, CA 94105.

02. Waivers - For certain NWPs, Corps District Engineers may waive impact thresholds for intermittent and ephemeral drainages by making a written determination that the discharge will result in minimal adverse effects. To ensure that these waters, commonly found on tribal lands in the arid southwest, receive an adequate level of protection, and to prevent the NWP Program from having more than minimal adverse impacts to the aquatic environment, all proposed impact limit waivers are denied under this certification unless EPA approves a written determination that the waiver will not exceed minimal impacts to aquatic resource functions. For some NWPs where the Corps does not include an impact limit, EPA has added an impact limit as a permit-specific condition. Some of these NWPs also include a condition that a waiver may be provided when EPA approves a written determination that the waiver will not exceed minimal impacts to aquatic resource functions. Impacts to special aquatic sites are not permitted under this certification unless EPA approves a written determination that impacts to aquatic resource functions will be minimal. "Special aquatic sites" include sanctuaries and refuges, wetlands, mud flats, vegetated shallows, coral reefs and riffle pool complexes. When EPA approval is required for a waiver, EPA will act within sixty days of receiving a complete PCN or MPCN.

03. Avoidance, Minimization, and Mitigation - To protect water quality and beneficial uses of U.S. waters on tribal lands, all projects using NWPs must avoid discharges to the maximum extent practicable, and utilize the best available and practicable means of minimizing the adverse impact of discharges that cannot be avoided. A written statement documenting measures taken to avoid and minimize temporary and permanent impacts to waters of the U.S. will be provided to EPA and the Corps with each PCN or MPCN. To the extent practicable, temporary impact sites will be returned to pre-construction contours and substrate. Where applicable, banks shall be reseeded or replanted with native vegetation. EPA shall make a written determination, within sixty days of receipt of a complete PCN or MPCN, whether compensatory mitigation measures are required to ensure the activity will have only minimal adverse effects, but no such determination is required for a project to begin work if otherwise in compliance with the NWP, this programmatic certification, and any applicable tribal or local authorities' requirements. Nevertheless, should compensatory mitigation be determined necessary by EPA, the mitigation becomes a condition of water quality certification and thus a condition of the Corps' permit. Failure to address an EPA mitigation requirement would therefore place a permittee out of compliance with their NWP and potentially subject to a range of

[1] Clean Water Act Section 401 Certification (a): http://water.epa.gov/lawsregs/guidance/wetlands/sec401.cfm

[2] NOTE: this requirement does not modify or eliminate existing Corps requirements regarding PCNs for projects proceeding on tribal lands (or elsewhere).

Corps and EPA enforcement actions. The need for post-project performance and/or mitigation monitoring and reporting (if applicable) will be determined by EPA on a case-by-case basis.

04. Prohibition on the Multiple Use of One NWP for a Single Project - Permittees may not use the same NWP multiple times (more than once) for one single and complete project at locations that do not have independent utility; to do so circumvents acreage limitations of the NWPs and may result in more than minimal adverse impacts to water quality and other ecosystem services. For example, under this certification, linear transportation projects on tribal lands must sum the impacts of each proposed crossing of individual waters of the U.S. and use that total to determine eligibility for NWP 14 (Linear Transportation Projects). If the acreage or linear foot impacts exceed the limits of the applicable NWP (or combination of applicable *different* NWPs), minimal adverse impacts to water quality may be exceeded and the project is not eligible for 401 certification under this programmatic action. Under these circumstances, projects must seek individual certification from EPA, and EPA may grant, grant with conditions, waive, or deny 401 certification of the project under the NWP. In the event of a denial, the NWP would not be available to the project proponent and therefore applicants may need to apply to the Corps for authorization under a different General Permit, Letter of Permission, or Individual Permit as appropriate and determined by the Corps. EPA would review these other proposed permit actions for case-by-case certification. Note that, on a case-by-case basis, EPA may waive this General Condition and allow the use of multiple NWPs if the applicant so appeals, and demonstrates in their PCN or MPCN that authorization under the NWP will result in minimal and/or completely mitigated impacts to the aquatic environment, individually and cumulatively.

05. Use of Appropriate Fill Material - To the extent practicable, local, native materials should be used as fill material. (*e.g.*, soil, sand, or rock from the site or near the site; clean building materials or clean imported earthen fill). Inappropriate and unauthorized fill materials include, but are not limited to: tires, junked or abandoned vehicles, appliances, or other equipment; garbage; debris; oil drums or other chemically contaminated vessels; artificial turf; non-native vegetation; etc. If an applicant has any doubts or questions about the suitability of a proposed fill material, they should consult with the Corps and/or EPA prior to discharging into waters of the U.S. Such consultation may be via phone, or written letter, fax or electronic mail.

06. Dewatered Conditions - Discharges below the ordinary high water mark or within jurisdictional wetlands are not approved under this certification unless the discharge site is naturally dewatered (*e.g.*, seasonally dry), or dewatering has been authorized by the Corps, thereby avoiding direct discharge of pollutants into the water column. If the site is artificially dewatered, permittees shall, to the extent practicable, avoid dewatering techniques that require additional temporary or permanent discharges of fill material within jurisdictional waters (*e.g.*, coffer dams).

07. Fills Within Floodplains - Projects requiring NWP authorization for discharges of fill material within 100-year floodplains shall include in their PCN or MPCN a statement of compliance with Executive Order 11988 (Floodplain Management). However, discharges within the FEMA-mapped 100-year floodplain associated with residential and commercial development are not certified for use under the NWP program on tribal lands. The 100-year floodplain is based on hydrologic conditions prior to permit issuance.

08. Best Management Practices - Except as specified in the application, no debris, silt, sand, cement, concrete, oil or petroleum, organic material, or other construction related materials or wastes shall be allowed to enter into or be stored where it may be washed by rainfall or runoff into waters of the U.S. Silt fences, straw wattles, and other techniques shall be employed as appropriate to protect waters of the U.S. from sedimentation and other pollutants. Water used in dust suppression shall not contain contaminants that could violate surface water or aquifer standards. Permittees and their contractors shall take necessary steps to minimize channel and bank erosion within waters of the United States during and after construction. A copy of the permit conditions shall be provided to all contractors and subcontractors, and will be posted visibly at project construction sites.

09. Transportation Projects - Permittees shall implement State transportation agencies' guidelines for construction sites to protect water quality and aquatic habitat. In California, CALTRANS has guidance in the *CALTRANS Stormwater Quality Manuals and Handbooks*[3]; in Nevada NDOT has guidance in their *NDOT Water Quality Manuals*[4]; and in Arizona, ADOT has guidance in their *Erosion and Pollution Control Manual*[5].

10. Inspections - The permittee shall allow EPA representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the NWP verification.

11. Buffers - Unless specifically determined to be impracticable by the Corps and EPA, for NWPs 29, 39, 40, and 42, the permittee shall establish and maintain upland buffers in perpetuity between upland structures constructed as part of the project approved by the NWP and all preserved open waters, streams and wetlands, including created, restored, enhanced or preserved waters of the U.S. Buffers should be vegetated whenever practicable. Plantings in buffers should be dominated by native species, and not include any federal or state listed invasive or noxious weed species[6]. Except in unusual circumstances, as determined by the Corps and EPA, buffers shall be at least 50 feet in width from the lateral limits of the Corp's jurisdiction[7].

12. *Protected Lands* - The permittee shall record the NWP verification with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title of interest in real property for areas designated to be preserved as part of compensatory mitigation for authorized impacts, including any associated covenants or restrictions.

13. *Impaired Water Bodies* - If a proposed activity would result in dredge or fill in water bodies listed as impaired under Section 303(d) of the CWA, the PCN or MPCN must include specific measures that will be used to avoid exacerbating the impairment(s).[8]

[3] http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

[4] http://www.nevadadot.com/About_NDOT/NDOT_Divisions/Engineering/Hydraulics/Water_Quality_BMP_Manuals.aspx

[5] http://www.azdot.gov/inside_adot/OES/Water_Quality/Stormwater/Manuals.asp

[6] http://plants.usda.gov/java/noxiousDriver

[7] Ordinary high water mark in non-tidal and the mean higher high water line in tidal waters

[8] EPA Region 9 lists of impaired water bodies: http://www.epa.gov/region9/water/tmdl/303d.html

Specific Nationwide Permits

NWP-01 Aids to Navigation - Subject to the General Conditions (GCs) above, this NWP is hereby programmatically certified.

NWP-02 Structures in Artificial Canals - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-03 Maintenance - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. "Currently serviceable structures" which may be maintained under this permit do not include undersized culverts or structures that cause or exacerbate channel incision, bank destabilization, and/or prevent fish and wildlife passage due to inadequate design or construction standards. Certification of this permit is granted only if the existing structure proposed to be maintained demonstrably preserves (via design, flow modeling or other information in the PCN) the natural functions of the affected aquatic resource when the structure is fully operational. Otherwise, an alternative permit should be utilized as appropriate (*e.g.*, NWP 13 Bank Stabilization). Where existing bank stabilization structures are to be maintained, bioengineered methods shall be utilized to the extent practicable in lieu of "rip-rap" or other hardscape engineered materials. This permit shall not authorize the enlargement of, or increase in, the footprint of a structure within waters of the U.S., unless that enlargement consists of the replacement of existing artificial channel armoring materials (e.g., rip-rap, soil cement, etc.) with low-impact bioengineered natural channel design structures (e.g., log revetments, geotextile rolls/mats, root wads, brush mattresses, willow wattling, etc.)

NWP-04 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-05 Scientific Measurement Devices - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-06 Survey Activities - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-07 Outfall Structures and Associated Intake Structures - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-08 Oil and Gas Structures on the Outer Continental Shelf - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-09 Structures in Fleeting and Anchorage Areas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-10 Mooring Buoys - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-11 Temporary Recreational Structures - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-12 Utility Line Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of waters of the U.S., including intermittent and ephemeral streams. Only the 300 linear foot limit may be waived by EPA upon approval, consistent with General Condition 02. *Waivers*. Under this certification, NWP 12 can only be used once for a single and complete project having independent utility. When NWP 12 is proposed for multiple locations a written determination will be provided describing independent utility of each impact location for approval by EPA, consistent with General Condition 01. *Notification*. Permittees are required to ensure that the construction of utility lines does not result in the draining of any water of the U.S., including wetlands. This may be accomplished through the use of clay blocks, bentonite, or other suitable material (as approved by EPA) to seal the trench. For utility line trenches, during construction, the permittee shall remove and stockpile, separately, the top 6 – 12 inches of topsoil. Following installation of the utility line(s), the permittee shall replace the stockpiled topsoil on top and seed the area with native vegetation.
NWP-13 Bank Stabilization - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of waters of the U.S., including intermittent and ephemeral streams. All bank stabilization activities under this permit shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.) or a combination of hard-armoring (e.g. rock) and native vegetation or bioengineered design techniques, unless specifically determined to be impracticable by the EPA.
NWP-14 Linear Transportation Projects - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of non-tidal waters of the U.S., including intermittent and ephemeral streams, and 1/3 acre or 300 linear feet of tidal waters of the U.S. NWP 14 can only be used once for a single and complete project having independent utility. When NWP 14 is proposed for multiple locations a written determination will be provided describing independent utility of each impact location for approval by EPA, consistent with General Condition 01. *Notification*. All bank stabilization activities under this permit shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.) or a combination of hard-armoring (e.g. rock) and native vegetation or bioengineered design techniques, unless specifically determined to be impracticable by the EPA.
NWP-15 U.S. Coast Guard Approved Bridges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-16 Return Water from Upland Contained Disposal Areas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-17 Hydropower Projects - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-18 Minor Discharges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-19 Minor Dredging - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-20 Response Operations for Oil and Hazardous Substances - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-21 Surface Coal Mining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Before an applicant may use this permit, EPA must approve a compensatory mitigation plan sufficient to ensure impacts to aquatic resource functions are minimal.
NWP-22 Removal of Vessels - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-23 Approved Categorical Exclusions - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-24 Indian Tribe or State Administered Section 404 Programs - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-25 Structural Discharges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-26 [Reserved]
This NWP is no longer in use. No certification is necessary.
NWP-27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities - Subject to the GCs above, and the following permit-specific condition, this NWP is hereby programmatically certified. Upon review of a PCN or MPCN, consistent with General Condition 01. *Notification*, EPA will approve or deny on a case-by-case basis whether the proposed project will result in a net increase in aquatic resource functions and services, consistent with the NWP. An individual certification may be required in the event EPA denies approval of a waiver for this NWP.
NWP-28 Modifications of Existing Marinas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-29 Residential Developments - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to 1/4 acre of impacts to non-tidal waters of the U.S. for single family houses, and the greater of 1/2 acre or 300 linear feet of impact to waters of the U.S. for multi-unit residential developments. Under this certification, this permit will not be used to approve residential developments and their attendant features within the 100-year floodplain. The 100-year floodplain is determined based on hydrologic conditions at the time of the NWP application. Recreational facilities such as playgrounds, playing fields, and golf courses are not authorized under this certification. These projects are separate and distinct from residential developments, are not required to be included in a residential development project for it to be practicable, and their construction within waters is normally avoidable.
NWP-30 Moist Soil Management for Wildlife - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-31 Maintenance of Existing Flood Control Facilities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Upon review of a PCN, consistent with General Condition 01. *Notification*, EPA will approve or deny on a case-by-case basis whether the proposed project will result in minimal impacts to waters of the U.S. for projects that include removal of levee vegetation.
NWP-32 Completed Enforcement Actions - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-33 Temporary Construction, Access, and Dewatering - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-34 Cranberry Production Activities - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-35 Maintenance Dredging of Existing Basins - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-36 Boat Ramps - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to 50 cubic yards of fill and ramps that are 20 feet wide or less.

NWP-37 Emergency Watershed Protection and Rehabilitation - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-38 Cleanup of Hazardous and Toxic Waste - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-39 Commercial and Institutional Developments - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Under this certification, this permit will not be used to approve commercial and institutional developments and their attendant features within the 100-year floodplain. The 100-year floodplain is determined based on hydrologic conditions at the time of the NWP application. Recreational facilities such as playgrounds, playing fields, and golf courses are not authorized under this certification. These projects are separate and distinct from commercial and institutional development, are not required to be included in such developments to be practicable, and their construction within waters is normally avoidable.

NWP-40 Agricultural Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Construction of farm ponds under this certification is limited to those that do not qualify for the Clean Water Act section 404(f)(1)(C) exemption because of the recapture provision at section 404(f)(2). Under this certification, no discharges are authorized which would impact hydrological connectivity between jurisdictional waters to such an extent as to convert waters of the U.S. to uplands, or otherwise isolate waters and eliminate federal regulatory jurisdiction. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-41 Reshaping Existing Drainage Ditches - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams. All sidecast materials from excavation must be stored and/or disposed of within non-jurisdictional uplands under this certification. A statement must be included in the notification as to how the applicant's activities will improve water quality. Under this certification, no discharges are authorized which would impact hydrological connectivity between jurisdictional waters to such an extent as to convert waters of the U.S. to uplands, or otherwise isolate waters to eliminate federal regulatory jurisdiction.

NWP-42 Recreational Facilities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-43 Stormwater Management Facilities - Use of this NWP is not covered by this programmatic certification, and prospective users on tribal lands must seek individual project certification from EPA in all cases. NWP authorization of constructing stormwater facilities within waters of the U.S. discourages applicants from using practicable construction options that locate stormwater retention and detention facilities "off line" from streams. For example, retention facilities are often built as sediment (or debris) basins within a stream. This practice includes constructing a dam in the stream, excavating out a basin, and regular sediment removal to maintain the structure. These facilities cause considerable and unnecessary damages to stream functions as retention facilities can be located "off line" by constructing a high flow diversion channel above the ordinary high water mark. If applicants can continue to use the traditional, more damaging practices that are sanctioned by this NWP, there is no incentive for these management practices to improve. We do not believe NWP-43 for new facilities complies with the CWA Section 404(b)(1) Guidelines. CWA section 401 certification for this NWP is denied without prejudice. Applicants for projects on tribal lands must apply to EPA for individual certification if this NWP is proposed to be used. Applicants can apply for an individual certification by providing the same content required in a MPCN described in General Condition 01. *Notification*, of this certification.

NWP-44 Mining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Applicants must ensure that mining activities (e.g., aggregate mining) approved by this NWP will not cause upstream head cutting or downstream incision. Notification to EPA shall include a narrative description and design drawing, when applicable, of any measure that will be implemented to comply with the condition. When used for in-stream aggregate mining activities, compensatory mitigation is likely to be required due to extensive indirect impacts and temporal losses typical of this type of impact.

NWP-45 Repair of Uplands Damaged by Discrete Events - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-46 Discharges in Ditches

Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-47 [Reserved] - This NWP is no longer in use. No certification is necessary.

NWP-48 Commercial Shellfish Aquaculture Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Under this certification, impacts to submerged aquatic vegetation are prohibited, consistent with NWP 19. *Minor Dredging*, and NWP 36. *Boat Ramps*.

NWP-49 Coal Remining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams. Applicants must provide information in the PCN illustrating that activities authorized under NWP-49 will result in a net increase in aquatic resource functions.

NWP-50 Underground Coal Mining Activities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-51 Land-Based Renewable Energy Generation Facilities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-52 Water-Based Renewable Energy Generation Pilot Projects - Subject to the GCs above, this NWP is hereby programmatically certified.

INVITATION FOR BID 16PB020

SHEA TUNNEL ACCESS SHARED USE PATHWAY

ADOT / FHWA SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS

This portion of the document consists of the following 88 pages.
The following pages are not in numerical order.

Special Terms & Conditions

Required for use on all

ADOT / FHWA

Federally Funded Projects
where the City of Scottsdale is utilizing the ADOT / FHWA Certification Acceptance status

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The following Clauses are hereby added to the solicitation and take precedence over any other such clause or COS Procurement Code Section as per the COS Purchasing Director's Determination of October 2 , 2013.

Prequalification of Contractors: All Bidders must be on the ADOT Contractors Prequalification list prior to submitting any bid documents. Any submittals from contractors not listed on the ADOT Contractor Prequalification listing will be considered non-responsive and disqualified.

The current ADOT Prequalification listing can be accessed at
http://azdot.gov/business/ContractsandSpecifications/PrequalifiedContractors

The Application for Contractor Prequalification can be accessed online at
http://azdot.gov/business/ContractsandSpecifications

Or copies of the Application forms can be obtained from ADOT, Contracts & Specifications Section, 1651 W. Jackson Street, Room 121-F, Phoenix, AZ 85007.

The submission of Prequalification Information and determination for Prequalification shall be in accordance with the requirements of the Rules for Prequalification of Contractors as approved and adopted by ADOT.

All Applications for Contractor Prequalification must be submitted to:

ADOT
Intermodal Transportation Division
Contracts and Specifications Section
1651 West Jackson Street, Room 121-F
Phoenix, AZ 85007-3217

New complete applications must be submitted to ADOT no later than 10 calendar days prior to a bid opening to allow enough review time for ADOT. If applications are received later than 10 days prior to the bid opening neither ADOT nor the City of Scottsdale take responsibility for an application not being reviewed in time for that particular bid opportunity.

Contractors are requested to submit a copy of their approval letter from ADOT stating their prequalified work type, expiration date and dollar limits with their bid submittal to the City.

Bid Disputes / Protests: All protests must be in writing and personally delivered or sent by certified mail, return receipt requested, to the Purchasing Director. The protest must be received by the Purchasing Director no later than seven (7) calendar days after the opening of the bids, except in the case of a protest concerning compliance with DBE provisions. Any protests concerning compliance with DBE provisions must be received by the Purchasing Director no later than seven (7) calendar days after the date required for submittal of the DBE affidavit by the apparent low bidder.

Contractor Licensing: Federal requirements set out in 23 CFR 63 5.11 0 9 (c) state – 'No contractor shall be required by law, regulation or practice to obtain a license before submission of bid or before the bid may be considered for award'. The City will follow the federal requirements for projects developed under Certification acceptance. Bids will be received, opened and read without regard to licensing requirements. A successful bidder will have a period of 60 days to obtain the appropriate contractor's license required by the State. Upon presenting the required license, the City will forward the bid to City Council for bid award. Should the lowest responsive and responsible bidder not be able to obtain the required license, the project may be awarded to the next lowest responsive and responsible bidder who is able to obtain the required license.

Subcontractor Payment: Contractor shall pay their Subcontractor(s) within seven (7) calendar days after receiving payment from City, to the extent of each Subcontractor's contractual interest in the payment, subject to provision of the Arizona Prompt Pay Law. Contractors shall not withhold the Subcontractor's payment if City has paid the full value of services rendered. Failure by the Contractor to invoice City in accordance with the terms of this Contract and/or pay its Subcontractors in accordance with the Arizona Prompt Pay Law is a material breach of this Contract.

Contractor shall be found to be in breach of this Contract if it executes subcontract agreements with Subcontractors, DBE and non-DBE, which materially change the Prompt Pay requirement. This action may result in termination of the Contract, or any other such remedy as deemed appropriate by the City.

Records and Audits: In accordance with ARS 35-214, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until five (5) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

Contractor DUNS Number: a DUNS number is a unique nine-digit number issued by Dun & Bradstreet followed by the optional 4-digit DUNS Plus number. All Prime Contractors must have a DUNS number. This is a Federal requirement. To obtain a DUNS number go to http://fedgov.dnb.com/webform.

Arizona Unified Transportation Registration and Certification System (AZ UTRACS) DBE & SBE Contractor Search Listing: The current list of DBEs can be found at https://adot.dbesystem.com/

The following attached appendices are invoked in full to all bidders and all subsequent awardees:

- Appendix A (57 pages) , consisting of :
  Item 1 – Required Contract Provisions Form FHWA 1273 – Revised May 1, 2012

  Appendix 1.1 – Implementation of Cargo Preference Act – Effective 2/15/2016
  Item 2 – Standard Federal EEO Construction Contract Specs
  Item 3 – Notice of Requirement for Affirmative Action to Ensure EEO (EO 11246)
  Item 4 – Equal Employment Opportunity (EEO) Compliance Reports

Item 5 – Federal-Aid Proposal Notices
Item 6 – Wage Determination (http://www.wdol.gov/dba.aspx#0) attached
Item 7 – Disadvantaged Business Enterprises (DBE) COS 10/20/13 – EPRISE 3/15/11 Spec
Item 8 – Mentor-Protégé Program
Item 9 – Contractor Compliance Agreement Assurances
Item 10 – ADOT Title VI Assurances Appendix A
Item 11 – ADOT Title VI Assurances Appendix E
Item 12 – Federal Special Terms and Conditions – Added 2/2016

- Appendix M - Special Terms & Conditions related to MAG Standard Specifications (22 pages)

1. Specification enforcement (SPC00FA – 1/1)
2. Section 101 Definition of Terms, 101.2 (101ENGR – 1/1)
3. Section 102 Bidding Requirements and Conditions, 102.03 Suspension from Bidding (102NOBID – 1/1)
4. Section 103 Award and Execution of Contract, 103.04 Award of Contract (103AWARD – 1/1)
5. Section 104 Scope of Work
   - Prevention to Air and Noise Pollution (104APA – 1/1)
   - Prevention to Air and Noise Pollution, Section 104.1.3 (104DUST – 1/1)
   - Cleanup and Dust Control, Section 104.1.3 (104MTBRN E – 2/2)
   - Section 104.2.2 (F), (G) (104STORM – 1/1)
6. Section 105 Control of Work
   - 105.20(B) Final Acceptance (105FNL – 1/1)
   - 105.6 Contractor's Responsibility for Utility Property and Services (107UTIL –1/1)
7. Section 106 Control of Material
   - 106.04(A) General,
   - 160.04(C)(6) Weekly Quality Control Reports (160QCMAT – 2/2)
   - 106.15 Domestic Materials and Products (106DMAT – 1/1)
8. Section 109 Measurement and Payment, Section 109
   - 109.00 Certified Payroll Training
   - 109.01 Payroll Submittals
   - 109.02.1 Partial Payment for Material on Hand (109RET – 1/1)
9. Section 201 Clearing and Grubbing, 201.4 Removal and Disposal of Materials (201MTBRN – 1/1)

The following additional attached forms are hereby incorporated into this solicitation and required to be submitted as indicated on each form. Failure to complete and supply each form by its specified filing time may be cause for being considered non responsive and may be cause for disqualification and / or termination.

- Additional Forms required ---

  - Prime Contractor DBE Assurance Certification (at Bid Submittal)
  - Prime Contractor Bidders List for Project (Due 5th day)
  - DBE Individual intended Participate Certification & Confirmation from Subs through the Prime (Due 5th day)
  - Certification with regard to the Performance of Previous Contracts or Subcontracts subject to EEO Clause and filling of required reports
  - Non-Collusion Bidding Certifications – Federal version
  - Buy America Certification
  - Subcontractor Request Form – due at pre-construction meeting from awarded contractor only

** USE ON ALL FEDERAL-AID PROJECTS **

APPENDIX A

FEDERAL-AID CONTRACT REQUIREMENTS

1. Required Contract Provisions All Federal-Aid Construction Contracts (Form FHWA 1273 Revised May 1, 2012)
2. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), July 1, 1978, Revised November 3, 1980 and Revised April 15, 1981
3. 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
4. Equal Employment Opportunity Compliance Reports, Federal-Aid Projects, February 1, 1977, Revised July 1, 1978, Revised November 3, 1980, Revised April 15, 1981, Revised September 7, 1983, Revised October 15, 1998, Revised January 1, 2005, and Revised August 2005
5. Federal-Aid Proposal (Notices to Prospective Federal-Aid Construction Contractors), September 29, 1975
6. Wage Determination
7. Disadvantaged Business Enterprises – COS 10/2/13 – (EPRISE, 03/15/11)
8. Mentor-Protégé Program (MENTOR, 2/23/06)
9. Contractor Compliance Agreement Assurances
10. ADOT Title VI Assurances Appendix A
11. ADOT Title VI Assurances Appendix E
12. Federal Special Terms and Conditions – Added 2/2016

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or 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 minorities and women.

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, 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 its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

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. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Cargo Preference Act:

1.0 Description

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

The requirements apply to items transported by ocean vessel.

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

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

2.0 Contract Requirements

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

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS EXECUTIVE ORDER 11246, July 1, 1978

(Revised November 3, 1980)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:

c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless or race):

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands): and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership or participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment ad training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement , to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such site or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and

Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative actions obligations (7a through p). The efforts of a contractor association, joint contractor- union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a seperate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as al imitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

JULY 1, 1978 (Revised November 3, 1980)

(Revised April 15, 1981)

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

	Minority	Female
Tucson and balance of Pima County	24.1	6.9
Cochise, Graham, Greenlee and Santa Cruz Counties	27.0	6.9
Phoenix and balance of Maricopa County	15.8	6.9
Apache, Coconino, Gila, Mohave, Navajo, Pinal, Yavapai and Yuma Counties	19.6	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in all areas where he has Federal or federally assisted work.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORTS

(Project, Training and Annual)

Federal-Aid Projects

February 1, 1977; Revised July 1, 1978; Revised November 3, 1980;
Revised April 15, 1981; Revised September 7, 1983
Revised October 15, 1998; Revised August 1, 2005

MONTHLY REPORTS:

Monthly Highway Project Report (Revised Aug 2005):

On each contract in the amount of $10,000 or more, and on each subcontract in the amount of $10,000 or more, the contract shall submit and each subcontractor shall submit the report on Monthly Highway Project Report.

The information required covers the first pay period in one month to the first pay period of the next month of craft employees (carpenters, ironworkers, etc.)

If the percentages shown are less than the required minimum percentages for crafts, 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.

All subcontractors will forward their report to the prime contractor with whom they have a contract. The prime contractor shall collect all reports for that month and summarize date to submit one copy to ADOT Business Engagement & Compliance Office (BECO).

These reports shall be received to the ADOT Business Engagement & Compliance Office (BECO) no later than the first date of the month following the reporting period.

ANNUAL REPORT:

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 DHWA – 1391.

The staffing figures to be reported should represent the project workforce on board in all or any part of the last period preceding the end of July.

These reports shall be sent directly to BECO no later than September 1st.

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.

Appendix A
Item 6. Wage Determination

Construction contracts with federal funding require the inclusion of the prevailing wage language from Title 29 (Labor) of the Code of Federal Regulations Part 5 Section 5.5, and the current wage decision for the appropriate type of construction.

The appropriate wage decision for competitively bid construction contracts is the one that is current up to and including ten (10) days prior to bid opening. If the contracting agency can effectively distribute modifications to all bidders after that date and before bid opening, it is supposed to do so.

Therefore, the appropriate procurement staff should check the Department of Labor website for the current age decision on the tenth (10th) day prior to contract bid opening. You can do so by going to the following web address:

http://www.wdol.gov/dba.aspx

General Decision Number: AZ160008 01/08/2016 AZ8

Superseded General Decision Number: AZ20150008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* CARP0408-005 10/01/2015

	Rates	Fringes
CARPENTER (Including Cement Form Work)	$ 24.63	11.54

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* ENGI0428-001 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 22.59	9.34
Group 2	$ 25.86	9.34
Group 3	$ 26.94	9.34
Group 4	$ 27.97	9.34

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine,

pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:
ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:
ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive $0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal $0.50 per hour over base rate.

IRON0075-004 08/01/2015

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar	$ 26.00	21.77

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2: 050 to 100 miles - Add $4.00
Zone 3: 100 to 150 miles - Add $5.00
Zone 4: 150 miles & over - Add $6.50

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* LABO0383-002 06/01/2015

	Rates	Fringes
Laborers:		
Group 1	$ 16.49	4.95
Group 2	$ 17.39	4.95
Group 3	$ 18.09	4.95
Group 4	$ 19.03	4.95
Group 5	$ 19.89	4.95

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

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* PAIN0086-001 04/01/2014

	Rates	Fringes

PAINTER
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....$ 19.50 4.85

ZONE PAY: More than 100 miles from Old Phoenix Courthouse $3.50 additional per hour.

SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON	$ 19.28	3.99
ELECTRICIAN	$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County	$ 23.17	14.83
Pinal County	$ 20.27	8.35
LABORER		
Asphalt Raker	$ 15.49	3.49
Compaction Tool Operator	$ 14.59	2.91
Concrete Worker	$ 13.55	3.20
Concrete/Asphalt Saw	$ 13.95	2.58
Driller-Core, diamond, wagon, air track	$ 16.94	3.12
Dumpman Spotter	$ 14.99	3.16
Fence Builder	$ 13.28	2.99
Flagger Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 12.35	1.59
Formsetter	$ 16.09	3.97
General/Cleanup Laborer Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma	$ 14.54	3.49
Grade Setter (Pipeline)	$ 17.83	5.45
Guard Rail Installer	$ 13.28	2.99
Landscape Laborer	$ 11.39	
Landscape Sprinkler Installer	$ 15.27	
Pipelayer	$ 14.81	2.96
Powderman, Hydrasonic	$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine	$ 21.19	6.05
Backhoe < 1 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 17.37	3.85
Backhoe < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 18.72	3.59
Clamshell < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		

Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 19.92 7.10
Crane (under 15 tons).....$ 21.35 7.36
Dragline (up to 10 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
Drilling Machine
(including Water Wells).....$ 20.58 5.65
Grade Checker
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 16.04 3.68
Hydrographic Seeder.....$ 15.88 7.67
Mass Excavator.....$ 20.97 4.28
Milling Machine/Rotomill....$ 21.42 7.45
Motor Grader (Finish-any
type power blade)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 21.92 4.66
Motor Grader (Rough)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 20.07 4.13
Oiler.....$ 18.15 8.24
Power Sweeper.....$ 16.76 4.44
Roller (all types Asphalt)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.27 3.99
Roller (excluding asphalt)..$ 15.65 3.32
Scraper (pneumatic tired)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.69 3.45
Screed
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.54 3.72
Shovel < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
Skip Loader (all types <3
cu yd).....$ 18.28 5.30
Skip Loader (all types 3 <
6 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.64 4.86
Skip Loader (all types 6 <
10 cu yd).....$ 20.15 4.52
Tractor (dozer, pusher -
all)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.26 2.65

PAINTER
Coconino, Maricopa,
Mohave, Pima, Pinal & Yuma..$ 15.57 3.92

TRUCK DRIVER
2 or 3 Axle Dump or
Flatrack.....$ 16.27 3.30
5 Axle Dump or Flatrack.....$ 13.97 2.89
6 Axle Dump or Flatrack (<
16 cu yd).....$ 17.79 6.42
Belly Dump.....$ 14.67

Oil Tanker Bootman	$ 22.03	
Self-Propelled Street Sweeper	$ 13.11	5.48
Water Truck 2500 < 3900 gallons	$ 18.14	4.55
Water Truck 3900 gallons and over	$ 15.92	3.33
Water Truck under 2500 gallons	$ 15.94	4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

COS 10/2/13 – EPRISE 3/15/11

ADOT / FHWA (Federally Funded)
DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

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

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

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

The City of Scottsdale (COS) as a Local Public Agency (LPA) and or Sub-recipient of Federal financial assistance will administer and manage the contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the state deems appropriate. The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

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

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

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

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

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

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

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

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

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

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

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

(vi) "Women;"

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

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

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

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

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

4.0 Working with DBEs:

ADOT works with DBEs and assists them in their efforts to participate in the highway construction program. All bidders should contact the ADOT Business Engagement and Compliance Office at the address shown below for assistance in their efforts to use DBEs in the construction program:

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

5.0 Applicability:

ADOT has established an overall annual goal for DBE participation on Federal-aid contracts. ADOT intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs where the contractor uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract, is awarded a subcontract on a project without DBE goals, and is awarded a subcontract from a prime contractor that did not consider the firm's DBE status.

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

The provisions are applicable to all bidders including DBE bidders.

6.0 Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise" to ADOT.

(2) The submission of documents to ADOT pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which ADOT may require to determine the firm's eligibility to participate in the DBE program.

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

Applications for certification may be filed with ADOT at any time. Both hardcopy submission and online submission is available.

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

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

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

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

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

7.0 General:

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

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

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

8.0 DBE Subcontractor Payment Reporting:

ADOT is required to collect data on DBE and non-DBE participation to report to FHWA on Federal-aid projects. The COS (as an LPA / Sub-recipient) Procurement Office will notify the contractor that such record keeping is required by ADOT for tracking DBE participation.

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

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

9.0 Goals:

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

7.48 Percent

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

10.0 Crediting DBE Participation Toward Meeting Goals:

10.01 General Requirements:

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

The contractor bears the responsibility to determine whether the DBE possesses the proper contractor's license(s) to perform the work. If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the contractor bears the responsibility to immediately request approval to replace the DBE with another DBE and notify the ADOT State Engineer and the ADOT Business Engagement and Compliance Office and the COS Project Manager (PM) .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.02 Police Officers:

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

10.03 Commercially Useful Function:

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

A prime contractor can credit expenditures to a DBE subcontractor toward DBE goals only if the DBE performs a commercially useful function on the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of a contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, ADOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

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

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

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. Decisions on commercially useful function matters are subject to review by FHWA, but are not administratively appealable to U.S. DOT.

10.04 Trucking:

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

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

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

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

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

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

10.05 Materials and Supplies:

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

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

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

DBE credit for supplying paving grade asphalt and other asphalt products will only be permitted for standard industry hauling costs, and only if the DBE is owner or lessee of the equipment and trucks. Leases for trucks must be long term (extending for a fixed time period and not related to time for contract performance) and must include all attendant responsibilities such as insurance, titling, hazardous waste requirements, and payment of drivers.

11.0 Joint Checks:

11.01 Requirements:

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

1. The DBE subcontractor must be independent from the prime contractor and the supplier, and must perform a commercially useful function. The DBE subcontractor must be responsible for negotiating the price of the material, determining quality and quantity, ordering the materials, installing (where applicable), and paying for the material. The DBE subcontractor may not be utilized as an extra participant in a transaction, contract, or project in order to obtain the appearance of DBE participation.

2. The use of joint checks will be allowed only if the prime contractor, DBE subcontractor, and material supplier establish that the use of joint checks in similar transactions is a commonly recognized business practice in the industry, particularly with respect to similar transactions in which DBE's do not participate.

3. A material or supply contract may not bear an excessive ratio relative to the DBE subcontractor's normal capacity.

4. There may not be any exclusive arrangement between one prime and one DBE in the use of joint checks that may bring into question whether the DBE is independent of the prime contractor.

5. Any arrangement for joint checks must be in writing, and for a specific term (for example, one year, or a specified number of months) that does not exceed a reasonable time to establish a suitable credit line with the supplier.

6. The prime contractor may act solely as the payer of the joint check, and may not have responsibility for establishing the terms of the agreement between the DBE subcontractor and the supplier.

7. The DBE must be responsible for receiving the check from the prime contractor and delivering the check to the supplier.

8. The prime contractor cannot require the DBE subcontractor to use a specific supplier, and the prime contractor may not participate in the negotiation of unit prices between the DBE subcontractor and the supplier.

11.02 Procedure and Compliance:

1. LPA / Sub-recipient Procurement Office must approve the agreement for the use of joint checks in writing.

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

3. Copies of canceled checks must be submitted with the payment information for the period in which the joint check was issued. Certificates of payment must indicate whether or not joint checks were used.

4. The prime contractor, DBE, and supplier each have an independent duty to report to the LPA / Sub-recipient Procurement Office in the case of any change from the approved joint check arrangement.

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

12.0 Submission with Bids:

All bidders are required to certify in their bid proposal at the INITIAL SUBMITTAL on the COS provided form "Disadvantaged Business Enterprise Assurances" certificate either:

(1) The established goal for DBE participation has been met and arrangements have been made at the time of bid with certified DBEs or

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

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

Certifications on forms other than those furnished by the COS (as the LPA / Sub-recipient) Procurement Office will be considered non-responsive.

Forms must be NOTARIZED when presented with the initial bid submittal to be considered responsive.

13.0 Bidder Meeting DBE Goal:

13.01 General:

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

(1) The DBE Intended Participation Affidavit, its attachments, and the confirmations must be received by the COS (as the LPA / Sub-recipient) Procurement 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 COS Procurement Office and/or the ADOT Business Engagement and Compliance Office, 1135 N. 22nd Avenue (second floor), mail drop 154A, Phoenix, Arizona 85009, phone (602) 712-7761, or on the internet at http://www.azdot.gov/inside_adot/CRO/LPA_SubRec.asp. This affidavit

and its attachments shall indicate that the bidder has met or exceeded the DBE goal if this was indicated on the submittal with the bid.

(2) The affidavit and attachments must be accurate and complete in every detail and must be signed by an officer of the contractor(s).

(3) The DBE Intended Participation affidavit must be submitted listing the DBEs used and the creditable amounts.

(4) A separate DBE Intended Participation affidavit attachment must be submitted for each DBE used to meet the goal of the project. The bidder shall indicate each DBE's name, the bid items the DBE will perform, and proposed subcontract amount. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item.

(5) A written confirmation from each DBE used to meet the goal indicating that it is participating in the contract, as provided on the affidavit, must also be submitted at this time.

(6) A bidder must determine DBE credit in accordance with Section 10 above, entitled "Crediting DBE Participation Toward Meeting Goals." The affidavit will be reviewed by the LPA / Sub-recipient Procurement Office.

(7) Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) at the time of the bid opening will be considered It shall be the bidder's responsibility to ascertain the certification status of designated DBEs.

(8) The bidder bears the risk of late delivery by the postal service or a delivery service. Late-filed affidavits will not be accepted.

13.02 Failure to Comply:

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

14.0 Documented Good Faith Effort:

14.01 General:

If the apparent low bidder has stated in its bid proposal that it has been unable to meet the DBE goal, that bidder must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms

to meet the DBE goal prior to the bid. The bidder cannot change its bid proposal after submission.

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

The apparent low bidder who cannot meet the DBE goal at the time bids are opened must submit its documentation of good faith effort to the ADOT Business Engagement and Compliance Office. The bidder's documentation must be received by the COS (as the LPA / Sub-recipient) Procurement Office by 4:00 P.M. on the fifth working day after the bids are opened.

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

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

The contractor shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors for a given project. If the contractor cannot meet the goals using DBEs from this geographic area, the contractor, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

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

(1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meeting, advertising, written notices, and other means) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

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

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

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

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

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

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

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

In determining whether a bidder has made good faith efforts, the COS (as the LPA / Sub-recipient) Procurement Office will take into account the ability of other bidders to meet the DBE goal.

The bidder will not be considered to have made good faith efforts if the bidder failed to contact the COS (as the LPA / Sub-recipient) Procurement Office and/or ADOT Business Engagement and Compliance Office prior to the letting, either in writing, by e-mail, or by telephone, to inform the COS (as the LPA / Sub-recipient) Procurement Office and Civil Rights Office of the firm's difficulty in meeting the DBE goals on a given project, and to request assistance. If the bidder contacts the COS (as the LPA / Sub-recipient)

Procurement Office and/or ADOT Business Engagement and Compliance Office by telephone, the contact must be documented in a telephone log indicating the date and time of call, and name of the person to which he spoke. The telephone number for the ADOT Business Engagement and Compliance Office is (602) 712-7761. The contact must be made in sufficient time to allow the Civil Rights Office to provide assistance.

The COS (as the LPA / Sub-recipient) Procurement Office will analyze the submittal to determine if in fact good faith efforts have been demonstrated consistent with ADOT procedures and the Federal regulations, 49 CFR 26, Appendix A and will forward their recommendation to ADOT Business Engagement and Compliance Office for determination.

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

Any interested party may protest the State Engineer's decision to the State Transportation Board, pursuant to the requirements of Subsection 103.10 of the Standard Specifications.

14.02 Failure to Comply:

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

15.0 Rejection of Low Bid:

If, for any reason, the bid of the apparent low bidder is rejected, there will be a new apparent low bidder. The COS (as the LPA / Sub-recipient) Procurement Office will notify the new apparent low bidder, and this bidder shall submit its subsequent detailed submission as set forth in paragraph 12 or 13 above.

16.0 Time is of the Essence:

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

17.0 Contract Performance:

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

ADOT 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 COS Project Manager/Engineer, at the pre-construction conference, copies of completed and signed subcontracts purchase orders, invoices, etc., with the appropriate DBEs.

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

Subcontract agreements shall include all required assurances, including FHWA Form 1273, and the prompt payment and return of retention requirements specified in Subsection 109.06(B) of the specifications. Each page of each required attachment must be dated and

initialed by the DBE in order for the subcontract to be considered valid. Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes, or prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the COS Project Manager /Engineer deems appropriate.

Use of a DBE named on the DBE Intended Participation Affidavit is a condition of award. Substitution will not be allowed without written evidence from the prime contractor and DBE that the DBE is unable or unwilling to perform. Contractors may not terminate a DBE subcontract for convenience, in whole or in part, except to the extent that COS (as the LPA /Sub-recipient)/ADOT has eliminated items of work subcontracted to the DBE. All terminations, substitutions, and reductions in scope must be approved by the COS Project Manager /Engineer and ADOT Business Engagement and Compliance Office.

18.0 Non-Performance by DBEs:

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

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

19.0 Compliance:

The contractor’s achievement of the goal is measured by actual payments made to the DBEs. The contractor shall submit at the completion of the project the “Certification of Payments to DBE Firms” affidavit for each DBE firm working on the project. This affidavit shall be signed by the prime contract and the relevant DBE, and submitted to the COS Project Manager /Engineer and ADOT Business Engagement and Compliance Office.

Acceptance and final payment to the contractor, in accordance with Subsections 105.20 and 109.09, will not be made until all “Certification of Payments to DBE Firms” affidavits are received and deemed acceptable by the COS Project Manager / Engineer and the COS (as the LPA / Sub-recipient) Procurement Office.

20.0 Sanctions:

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

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

(MENTOR, 02/23/06)
(Modified by COS)

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:

As part of the City of Scottsdale Certification Acceptance Plan, approved by ADOT and FHWA on June 19, 2009, the City has adopted ADOT's policies regarding compliance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. 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).

Approval Process:

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

(2) A completed Mentor-Protege Development Plan will be submitted to ADOT within 30 days following the initial review. Approval of the Agreement by ADOT will be in two stages:

a) General approval of Agreement by ADOT within 15 working days following submission of Agreement.

b) Approval of working plan for the designated project where a Mentor-Protege Development Plan will be implemented.

(3) Duration of a Mentor-Protege Development Plan may exceed that of a single project, not to exceed three years. Duration of a working plan may exceed that of a single project. However, the continued use of an existing working plan must be approved by the ADOT Civil Rights Office prior to beginning work on a new project.

(4) The Mentor-Protege program is not intended to provide DBE firms with a means to avoid management and operational responsibilities. Mentors cannot be responsible for the management of DBE proteges. Under the program, all administrative functions must be performed by personnel responsible to or employed by protege. The protege must retain final decision making responsibilities.

(5) Mentor and protege shall agree to an interview by ADOT Civil Rights Office during the development of the Mentor-Protege Development Plan.

(6) Mentor and protege shall agree to evaluations by ADOT. The frequency and method will depend on the project.

Content of Mentor-Protege Development Plan:

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

(1) Areas of Assistance: Identify the specific areas in which the protege requires assistance.

(2) Schedule of Assistance: Develop an Action Plan which defines the types and scope of assistance the mentor will provide to meet the protege's needs.

(3) Responsibilities: Define the responsibilities of the mentor and the protege in each of the activities.

(4) Benchmarks: Include measurable benchmarks to be reached by the protege at successive stages of the plan.

(5) Evaluation: Provide formal evaluations of the protege's attainment of benchmarks. Evaluations must be made by both the mentor and the protege and reviewed by ADOT.

(6) Duration: Specify the maximum time frame the development plan agreement can remain in effect not to exceed three years.

(7) Assurances: Provide assurances that all agreements, oral and written, pertaining to the Mentor-Protege program do not improperly obtain the benefits of the DBE program.

(8) Key Personnel: Identify mentor's representative(s) responsible for training and/or coordinating the assistance provided to the protege.

(9) Fees: Identify any fees paid as a condition of the agreement.

(10) Copies of agreements: Attach copies of all bonding, security, lease agreements, notes, contracts, etc., made for the duration of the Mentor-Protege Plan.

Type of Assistance:

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

(1) Financial:

a) Working Capital Secured by Time Demand Notes or Stocks. Proteges acquiring working capital through the issuance of stocks must maintain no less than 51 percent ownership to maintain DBE certification. Time demand notes may be used to secure working capital. However, any abusive use of recall features will be cause for terminating program. Where working capital is secured by stocks or demand notes, a third party such as a bank could receive progress payments for work accomplished by the protege, made out jointly to the agent and the protege and make payments, on behalf of the protege, to material suppliers or for Federal and State payroll taxes, etc. In no case can the day-to-day control of the firm be relinquished by the disadvantaged owner as a requirement of the loan.

b) Bonding. Mentors may bond the entire job and charge a pro-rata share of the cost to the protege. Mentors may bond the entire job and carry the protege by absorbing the cost of the bond. Arrangements of the bonding must be included in the Schedule of Assistance.

(2) Management Technical Assistance:

a) Assist in conducting a Protege Self-Assessment by areas to be strengthened for long-range planning of the protege firm.

b) Assist in developing business plan, loan packaging, and financial counseling.

c) Assist the protege in setting up a cost accounting system and train the protege's personnel to assume full control.

d) Provide training in plan interpretation, estimating, and materials supply function.

e) Provide guidance in general project management and related areas to make the protege aware of techniques to improve productivity and competitiveness and broaden knowledge of industry practices.

(3) Operation:

a) Equipment/Facilities Use. Equipment and facilities may be furnished by mentor, provided that separate lease agreements are made and control over the equipment and facilities are under the supervision of protege.

b) Training of managers and specialists of the protege in state-of-the-art methods in the contracting industry.

c) Mentors may provide personnel with specialized expertise for a specific purpose and duration as outlined in the Action Plan. Such personnel must be on the protege's payroll and under direct supervision of the protege. Long term, continual, or repetitive use by a protege of personnel primarily employed by the mentor will be construed as an attempt to artificially inflate DBE participation and may be cause for termination of the Mentor-Protege agreement and decertification of the DBE.

General Practice:

(1) Agreements may not include exclusive arrangements which limit competition.

(2) DBE firms shall have the latitude to quote bids to other contractors.

(3) The contractor and the DBE involved in a Mentor Protege agreement must remain separate and independent business entities.

(4) Middlemen or passive conduits which serve no commercially useful function, or subcontractors acting essentially as brokers are unacceptable.

(5) Formal or informal agreements which limit control and management by DBE firms are unacceptable.

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

Modifications:

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

Termination:

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

(1) The protege firm no longer meets the eligibility standards for certification as a DBE.

(2) Either party has failed or is unable to meet its obligations under the Development Plan.

(3) The DBE is not progressing or is not likely to progress in accordance with the Development Plan.

(4) The DBE has reached a satisfactory level of self-sufficiency to compete without special treatment provided in the Development Plan.

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

ARIZONA DEPARTMENT OF TRANSPORTATION

Mentor-Protege Development Plan Agreement

PART ONE: General Agreement

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

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

PART TWO: Assurances

2.1 Both mentor and protege will remain separate and independent business entities. Protege shall have the latitude to quote bids to other contractors.

2.2 Protege is an ADOT-certified DBE firm.

2.3 The Mentor-Protege program is not intended to provide DBEs with means to avoid management and operational responsibilities.

2.4 All agreements, oral and written, pertaining to this Mentor-Protege Plan Agreement do not cause the protege to improperly obtain the benefits of the DBE program.

PART THREE: Content of Plan

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

3.1 Exhibit A: Areas of Assistance--(Areas identified by both parties as the basis for providing assistance by mentor to protege.)

3.2 Exhibit B: Schedule of Assistance-- An Action Plan developed by both parties defining the types and scope of assistance; responsibilities of mentor and protege in each activity; resources to be utilized; and measurable benchmarks to be reached by protege.

3.3 Exhibit C: Key Personnel-- A list of mentor and protege representatives responsible for training and/or coordinating the Plan.

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

PART FOUR: Monitoring

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

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

PART FIVE: Duration

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

PART SIX: Modifications

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

PART SEVEN: Termination

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

PART EIGHT: Privacy Act Provision

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

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

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

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

April 1987

Contractor Compliance Agreement Assurances

Contractor, subrecipient, or subcontractor agreements shall include all required assurances contained within the DBE Special Provisions (EPRISE, 03/15/11). http://www.azdot.gov/business/business-engagement-and-compliance/disadvantaged-business-enterprise-program

All subcontract documents will be reviewed by Field Reports personnel to ensure assurances are included and compliance measures are met. This is not meant to be an exhaustive list of ADOT/Federal contract requirements. Contractors must refer to the full ADOT contract specifications for complete requirements.

The following provisions must be **included** in all ADOT Federal aid contracts:

1. **Assurance of Nondiscrimination (EPRISE – 1/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

   The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the state deems appropriate. The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

2. **Subcontractor Payment Reporting (EPRISE – 5/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

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

3. **Lower-Tier Activity (EPRISE – 6/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

   Subcontractor and lower-tier(s) of subcontractor agree to fully comply with the federal aid contract provisions which are hereby fully incorporated into and made part of this subcontract. Subcontractor shall include these required contract provisions in all its lower-tier subcontracts.

4. **FHWA Form 1273 (EPRISE – 16/17)**

   The contractor, subrecipient, or subcontractor agreements shall include **FHWA Form 1273** as an attachment**.**

5. **Prompt Payment (EPRISE – 16/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

   The Arizona Prompt Payment statute requires a contractor to pay "within seven days of receipt by the contractor or subcontractor of each progress payment or final payment, the full amount received for such subcontractor's work and materials supplied based on work completed or materials supplied under the subcontract." See A.R.S. 32-1129.02(B). As long as a subcontractor or supplier submits an invoice or pay request, and as long as there is no dispute over the quality of the work or materials, then the law demands that payment be made within seven days after the general contractor has been paid.

6. **Return of Retention Requirements (EPRISE – 16/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement specified in subsection 109.06(B) of the standard specifications:

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

7. **Certification of Payments to DBE Firms (EPRISE – 17/17)**

   The contractor, subrecipient, or subcontractor agreements shall include language to support the following statement:

   The contractor shall submit at the completion of the project the “Certification of Payments to DBE Firms” affidavit for each DBE firm working on the project.

Please contact the Business Engagement & Compliance Office should you need further assistance at (602) 712-7761.

ADOT

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ADOT

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

FEDERAL SPECIAL TERMS AND CONDITIONS

CLEAN AIR AND WATER ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) which prohibit the use under non-exempt Federal Contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

JOB SITE POSTERS

Required job site posters are listed on the following websites:

US Department of Transportation Federal Highway Administration

https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm

US Department of Labor

http://www.dol.gov/compliance/topics/posters.htm
http://www.dol.gov/oasam/boc/osdbu/sbrefa/poster/matrix.htm

PROCUREMENT OF RECOVERED MATERIALS

The Contractor shall comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RECOVERED MATERIAL CERTIFICATION

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C 6962(c)(3)(A)(i), by signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS

(a) *Definitions*. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and (2) Submit this estimate to City's Project Manager.

WASTE REDUCTION PROGRAM

(a) *Definition*s. As used in this clause—

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq*.) and implementing regulations (40 CFR part 247).

Appendix M

Special Terms & Conditions related to MAG Standard Specifications

5 Pages

Appendix M

Modifications to MAG Specs / Federal Requirements

For ADOT / FHWA

FEDERAL-AID CONTRACT REQUIREMENTS:

This project is partially funded with Federal-Aid funds, which for this project the funding is from the Federal Government to be used for transportation purposes. Since this project includes Federal-Aid funding, certain Federal-Aid Contract Requirements are included within these Specifications. The Contractor shall comply with all the Federal-Aid Contract Requirements at no additional cost to the City.

BIDDING REQUIREMENTS AND CONDITIONS

A bid may be deemed non-responsive if not accompanied by a properly completed and signed “List of Subcontractors and Suppliers” form.

<u>Preparation of Proposal</u>

Section 102.5 of the MAG 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.

Non-Collusion Bidding Certification

Section 102.9 of the MAG Standard Specifications is modified to add:

(A) Non-Collusion Certification, 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 undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connecting 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 From 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, 1651W. 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 City will keep the prime contractors' certifications on file as part of their original bid proposals. Each prime contractor shall be individual certifications from all subcontractors and lower tier subcontractors shall certify and disclose accordingly.

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.

A bid may be deemed non-responsive if not accompanied by a properly completed and signed "Non-Collusion Bidding Certification" form.

CONTRACTOR'S LICENSING REQUIREMENTS

Federal requirements set out in 23 CFR 63 5.11 0 (c) state "No contractor shall be required by law, regulation, or practice to obtain a license before a submission of bid or before the bid may be considered for award of a contract."

Section 102.5(B) of the MAG Standard Specifications shall be deleted and replaced with the following:

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.

Bids will be received, opened and read without regard to licensing requirements. The appropriate Contractor's license, as required by the State, must be obtained within 60 calendar days following the opening of bid proposals. Upon presenting the required license, the City will forward the bid to City Council for bid award.

Should the lowest responsive and responsible bidder not be able to obtain the required license, the project may be awarded to the next lowest responsive and responsible bidder who is able to obtain the required license. 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.

Licensing information is available from:

Registrar of Contractors
800 W. Washington, 6th Floor
Phoenix, AZ 85007
Phone: (602) 542-1502

EQUAL EMPLOYMENT OPPORTUNITY

As this is a federally assisted project, it is subject to the requirements of Executive Order 11246 pertaining to Equal Employment Opportunity.

DBE PARTICIPATION

By submitting a bid or proposal in response to this solicitation, the Contractor agrees that the following clause is incorporated into the Contract documents:

> "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractors to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Scottsdale deems appropriate."

In addition, the Contractor shall incorporate the above assurance, verbatim, in any subcontract executed by the Contractor as a result of the solicitation including the City's right to assess liquidated damages, are included in the Special Provisions.

WAGE DETERMINATION

In the event that the wage determination decision of the secretary of Labor, which is attached hereto and made a part hereof, has been superseded by any subsequent wage determination decision(s) published up to and including ten (10) days prior to bid opening, the most recent applicable wage decision shall be incorporated by reference, and the successful bidder agrees to be bound by it, regardless of what is contained in the specifications. State or local wage rates will not apply if the state or local wage rate exceeds the corresponding Federal Wage Determination rate.

CONTROL OF MATERIALS (BUY AMERICA CERTIFICATION)

Section 106 of the MAG Standard Specifications is modified to add:

> Cement used on this project may be foreign or domestic. Certificates of Compliance and Certificates of Analysis for cement shall conform to the requirements of the following, and shall additionally identify whether the cement is foreign or domestic.
>
> All manufacturing processes to produce steel products used on this project shall occur in the United States. 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 or 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.
>
> A bidder must submit to the City of Scottsdale, the appropriate Buy America Certification (included with the bid forms) with all bids on federally-funded contracts, except those subject to a general waiver. The Certificates of Compliance shall also certify that all manufacturing processes to produce steel products, and any application of a coating to iron or steel, occurred in the United States.

METHOD OF MEASUREMENT AND PAYMENT ITEMS

No partial payment for material on hand shall be made.

GUARANTEE-WARRANTY

Delete Section 108.8 of the MAG Standard Specifications, in its entirety and replace with the following:

> The Contractor shall obtain such manufacturer's or producer's warranties or guarantees on all items, materials, electrical or mechanical equipment consistent with those provided as customary trade practice. The form in which such warranties or guarantees are delivered to the Contractor shall include the provision that they are subject to transfer to the City, and shall be accompanied by proper validation of such fact. Transfer of warranties or guarantees shall occur at the time of final acceptance of the work or equipment by the City.
>
> In addition, a Contractor warranty or guarantee shall be furnished providing for satisfactory in service operation of the mechanical and electrical equipment and related components for a period of six months following project acceptance. Should any defect develop during this six month period the malfunction or defect shall be corrected by and at the expense of the Contractor, including all labor, material and associated costs.

(SPC00FA, 01/20/12)
(Modified by COS)

SPECIFICATIONS:

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

Uniform Standard Specifications for Public Works Construction, Maricopa Association of Governments, Edition of 1998 (Amended August 1, 2012)

City of Scottsdale Supplement to MAG Uniform Standard Specifications for Public Works Construction (latest edition)

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

(101ENGR, 01/31/00)
(Modified by COS)

SECTION 101 - DEFINITIONS AND TERMS:

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

It is the intent of the Department to allow the City of Scottsdale to administer this contract.

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

(102NOBID, 07/31/90)

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS:

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

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

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

SECTION 103 - AWARD AND EXECUTION OF CONTRACT:

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

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

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

Licensing information is available from:

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

(104APA, 02/26/99)
(Modified by COS)

SECTION 104 - SCOPE OF WORK:

Prevention to Air and Noise Pollution: Section 104.1.1 of the MAG Standard Specifications is modified to add:

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

Maintenance of traffic: Section104.1.2 of the MAG Specifications is modified to add:

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

(104DUST, 11/01/95)
(Modified by COS)

SECTION 104 - SCOPE OF WORK:

Prevention of Air and Noise Pollution: Section 104.1.3 of the MAG Standard Specifications is modified to add:

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

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

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

(104MTBRN, 06/04/96)
(Modified by COS)

SECTION 104 - SCOPE OF WORK:

Cleanup and Dust Control: Section 104.1.3 the MAG Standard Specifications is modified to add:

Burning of trash, debris, plant material, wood, or any other waste materials will not be allowed. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at no cost to the Contracting Agency, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. Such damage will include but not be limited to landscaped areas. The contractor shall regrade the disturbed area as directed and restore the surface material to match existing in type and quality.

When construction is within temporary construction easements, the Contractor shall restore all disturbed areas to a condition equal to or better than the existing improvements. Such restoration will include but not be limited to asphalt, walkways, fences, lights, sprinklers, landscaping, etc. In the case of landscaping, the Contractor may remove and store sod and plant material. If, in the determination of the Engineer, the sod and/or plant material did not survive the transplanting in good condition, the Contractor shall replace the sod and/or plant material to match in type and quality. Also, the Contractor may salvage any sprinkler system materials, lighting materials, etc. In the event that it is not feasible to reinstall the salvaged material, new material shall be installed.

The Contractor shall not dump spoil or waste material on private property without first obtaining from the owner written permission for such dumping. All such dumping shall be in strict conformance with the Grading and Drainage Ordinance of the Contracting Agency.

Access to private property shall be maintained to keep inconvenience to the property owner to a minimum. Prior to any construction in front of driveways the Contractor shall notify the property owner 24 hours in advance. Inconvenience caused by construction across driveways and sidewalks shall be kept to a minimum by restoring the serviceability as soon as possible. If it is necessary to leave open excavation for a long period of time, the Contractor shall provide structurally adequate steel plates to bridge the excavation.

(104STORM, 11/01/95)
(Modified by COS)

SECTION 104 - SCOPE OF WORK:

Section 104.2.2, of the MAG Standard Specifications is modified to add:

(F) Payment for Repair Work, Damage by Storm, Flood or Earthquake:

The City will pay the cost of the repair work as determined in Subsection 109.4.

(G) Termination of Contract:

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

(105FNL, 03/11/11)

SECTION 105 CONTROL OF WORK:

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

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

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

(107UTIL, 06/17/09)
(Modified by COS)

SECTION 105 - CONTROL OF WORK:

Contractor's Responsibility for Utility Property and Services: Section 105.6 of the MAG Standard Specifications is modified to add:

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

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

Projects In Maricopa County (602) 263-1100

****** ***ADD INFORMATION FROM UTILITY CLEARANCE LETTER*** ******

(106QCMAT, 3/02/09)
(Modified by COS)

SECTION 106 CONTROL OF MATERIAL:

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

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the Maricopa Association of Governments Uniform Standard Specifications for Public Works and the contract documents, in conjunction with the following:

- Applicable MAG, Federal, AASHTO, or ASTM specifications or test designations.

- Applicable specifications or test designations of other nationally recognized organizations.

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

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

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

The weekly quality control report shall be prepared using standard forms provided by the Department, unless otherwise approved by the City of Scottsdale. The forms are available on the Department's website by accessing the Highways page, business areas, Construction Group, contractors information, forms, then weekly quality control reports.

Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

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

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

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

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

(106DMAT, 2/15/11)
(Modified by COS)

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

106.15 Domestic Materials and Products:

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

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

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

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

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

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

(109RET, 6/20/08)
(Modified by COS_12/10/10)

SECTION 109 - MEASUREMENT AND PAYMENT:

Section 109 of the MAG Standard Specifications is revised to add:

The contractor shall submit payrolls electronically through the internet to the City's web-based certified payroll tracking system. This requirement shall also apply to every lower-tier subcontractor that is required to provide certified payroll reports. Any questions regarding the payroll tracking system shall be referred to the Contract Administrator.

109.00 Certified Payroll Training

The contractor and all lower-tier subcontractors are required to attend mandatory certified payroll training. The training must be completed BEFORE the contractor begins any work on the project.

109.01 Payroll Submittals:

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

109.02.1 Partial Payment for Material on Hand:

No partial payment for stockpiled materials will be allowed.

(201MTBRN, 10/18/10)
(Modified by COS)

SECTION 201 - CLEARING AND GRUBBING:

201.4 Removal and Disposal of Materials: of the MAG Standard Specifications is revised to add:

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

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

INVITATION FOR BID 16PB020

SHEA TUNNEL ACCESS SHARED USE PATHWAY

ADOT / FHWA ADDITIONAL FORMS REQUIRED FOR FEDERALLY FUNDED PROJECTS

- Prime Contractor Bidder List for project (Due to COS Purchasing on the 5th working day after the bid Opening from the Apparent Low Bidder)
  http://azdot.gov/docs/default-source/beco-library/3104c-bidder-39-s-list---lpas.pdf?sfvrsn=2

- DBE Intended Participation Affidavit Summary Sheet from the Prime (Due to COS Purchasing on the 5th working day after the bid Opening from the Apparent Low Bidder)
  http://azdot.gov/docs/default-source/beco-library/3106c-dbe-intended-participation-affidavit-summary-lpas.pdf?sfvrsn=2

- DBE Individual Intended Participant Certification & Confirmation from Subs through the Prime (Due to COS Purchasing on the 5th working day after the bid Opening from the Apparent Low Bidder)
  http://azdot.gov/docs/default-source/beco-library/3105c-dbe-intended-participation-affidavit-and-confirmation-individual-dbe-lpas.pdf?sfvrsn=2

- Subcontractor Request Form (Due at Pre Construction meeting from awarded Contractor only)
  http://azdot.gov/docs/default-source/beco-library/adot-srf.pdf?sfvrsn=0

The following pages marked as SAMPLE will be provided by COS Procurement for the Apparent Low Bidder to complete and return to COS Procurement Office on the 5th working day after the Bid Opening.

These forms can also be downloaded online at their corresponding links above.

4 Pages

CITY OF SCOTTSDALE PURCHASING OFFICE

BIDDERS LIST OF SUBCONTRACTORS, SUPPLIERS, SERVICE PROVIDERS AND MANUFACTURERS
THAT BID OR QUOTE ON THIS PROJECT

This form must be submitted to CITY OF SCOTTSDALE PURCHASING OFFICE by **4:00 p.m.** on the **fifth working day** after the opening of bids.
You may make copies of this form.
List all companies that bid or quote on this project.

FAILURE TO SUBMIT THE REQUIRED INFORMATION BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED WILL RESULT IN REJECTION OF THE BID.

Project#: ____________________ TRACS#: ___________________ Bidder: ____

Firm Name	**Contact Information (Adress or Phone #)**

SAMPLE

CITY OF SCOTTSDALE PROCUREMENT OFFICE

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
INTENDED PARTICIPATION AFFIDAVIT
SUMMARY

To be completed by Prime

ADOT TRACS # _____

Agency Project # _____

Prime AZ UTRACS Vendor Registration # _____

Name of Prime Firm _____

Directions:

This form must reflect the information included on the individual affidavit for each DBE.
The form must be signed by an owner/officer/authorized party of the Prime firm
The affidavits must be submitted by 4:00 p.m. on or before the fifth working day after the bids are opened.
An individual participation affidavit must be submitted for each proposed DBE.

DBE Information: (Attach additional sheets as necessary.)

AZ UTRACS Vendor Registration #	Name of DBE Firm	Scope of Work	Total Minimum Contract Amount	Adjustments	Total Amount Toward DBE Goal
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				(1) Total Dollar Value of Commitments	$0.00
				(2) Contract Bid Total	
				Percent of Contract Bid (Divide Line 1 by Line 2)	0.00%

SAMPLE

_____
(Name of Firm)

_____ _____
(Name of Officer) (Title)

_____ _____
(Officer Signature) (Date)

Subscribed and sworn to before me this:

_____ Day of _____ 20 _____

My commission expires: _____

_____
Notary Public

BECO Form 3106C (Rev. 3-19-14)

CITY OF SCOTTSDALE PURCHASING OFFICE

DISADVANTAGED BUSINESS ENTERPRISE
INTENDED PARTICIPATION AFFIDAVIT AND CONFIRMATION
INDIVIDUAL DBE

To be completed by the DBE firm or supplier

ADOT TRACS # _____

Agency Project # _____

AZ Vendor Registration # _____

Name of DBE Firm _____

Type of DBE Operation: (Please check one box)

- ☐ Contractor
- ☐ Trucker
- ☐ Regular Dealer (60% DBE credit)
- ☐ Manufacturer

Directions:

The form must be signed by an authorized officer of the DBE firm.
This form must be submitted by 4:00 p.m. on or before the fifth working day after the bids are opened.
The DBE firm must be certified within the work category to be performed
This form must be filed out in its entirety. Leave no blank spaces, use N/A or enter "0" if section does not apply
A separate form must be submitted for each proposed DBE firm (Attach additional sheets as necessary).

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

COMPLETE THIS PORTION IF SCOPE OF WORK IS BID BY UNIT PRICE OR HOURLY RATE (Trucking, Hauling, Uniformed Officers, Etc.)			
Description/Scope of Work	Unit/Hourly Estimate	Unit/Hourly Price	Total Minimum Contract Amount
			$0.00
			$0.00
			$0.00
			$0.00
		Total	$0.00

COMPLETE THIS PORTION IF SCOPE OF WORK IS NOT BID BY UNIT PRICE OR HOURLY RATE (Trucking, Hauling, Uniformed Officers, Etc.)	
Description/Scope of Work	Total Bid Amount
Total	$0.00

SAMPLE

2. The undersigned affirms that of the trucking/hauling work quoted above, the following applies:

   Total Minimum Contract Amount $_____

   Percentage Subcontracted to Non-DBE Trucking Firms _____%

   Brokerage Fee Charged to Non-DBE Trucking Firms _____%

   Percentage Subcontracted to DBE Trucking Firms _____%

3. The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

   Unit Price Bid $_____ Fees/Commissions Portion of Bid $_____

4. The undersigned will sublet and/or award $_____ of work bid to a non-DBE firm.

5. The undersigned will sublet and/or award $_____ of work to another certified DBE firm.

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract form the Purchaser.

I, _____ confirm that _____
(Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project. The DBE firm will be performing the scope as describe above.

for _____
(total DBE credit dollar value)

_____ _____
(Authorized DBE firm officer Signature) (Date)

BECO Form 3105C (Rev 3-19-14)

SUBCONTRACTOR REQUEST FORM (SRF)

COS BID No. _____ **Name of Prime Firm:** _____

It is the City's s responsibility to insure that prime contractors employ subcontractors in accordance with various Federal and State regulations. Please provide the information and appropriate signatures requested below **at the Pre-Construction Meeting**. This will ensure compliance while decreasing the required approval time. Copies of subcontracts shall be provided to the City upon request.

PROJECT NAME: _____

BID NO.: _____ **COS PROJECT NO. /TRACS NO.** _____ / _____

PRIME CONTRACTOR: _____

CONTACT NAME INFORMATION: _____ **TITLE:** _____

TELEPHONE NO.: _____ **PRIME CONTRACT AMOUNT: $** _____

FAX NO.: _____ **ESTIMATED SUBCONTRACT AMOUNT: $** _____

SUBCONTRACTOR NAME: _____ **LOWER TIER TO:** _____

CONTACT NAME (PRINTED): _____ **TITLE:** _____

ADDRESS: _____ **SUBCONTRACTOR LICENSE NO.:** _____

ADDRESS: _____ **(If not licensed) EIN/TIN NO.:** _____

CITY, STATE, ZIP: _____ **DBE:** **Yes** _____ **No** _____

E-MAIL ADDRESS (required): _____ **I certify that I am a bona fide Truck Owner/Operator:**

PHONE: _____ _____

Signature/Date

SUBCONTRACTED BID ITEMS No's (Specify Joint Items)		**SUBCONTRACTED NON-PAY ITEMS (Provide Description of Work)**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SAMPLE

CERTIFICATION: The Prime Contractor and Subcontractor certify the following:

A) The Subcontractor has received applicable Documents No. 2-8 per Special Provisions.
B) The Prime Contractor and Subcontractor will execute Documents No. 1 prior to the start of Subcontractor's work. DBE subcontracts must be submitted at the Pre-Construction conference.
C) Upon execution, Prime Contractor will provide the City Contract Administrator copies of Documents No. 1 and 4.
   1. Subcontract Agreement containing the above Bid Items of Work
   2. Standard Federal EEO, Executive Order 11246 Revised 04-15-81
   3. Affirmative Action to Insure Equal Employment Opportunity (Executive Order 11246), April 15, 1981
   4. Certification, Contracts or Subcontracts subject to EEO clause April 1969
   5. FHWA1273 (Rev. 5-12). EEO Compliance Reports, August 1, 2005
   6. EEO Compliance Reports, August 1, 2005
   7. Certification of Non-segregated Facilities, September 29, 1975
   8. DBE Special Provisions (EPRISE, 03/15/11) and/or Contractor Compliance Agreement Assurances
   9. Wage Determination Decision #:_____ Mod #: _____ (As per contract documents for referenced project.)

_____	_____	_____
Authorized Prime Contractor Signature/Date	Authorized Subcontractor Signature/Date	Authorized Lower Tier Signature/Date
_____	_____	_____
Printed Name	Printed Name	Printed Name
_____	_____	_____
Title	Title	Title

FOR CITY USE ONLY

Total Subcontracted To Date: $_____ Percentage Subcontracted To Date: _____%

Subcontract in Project File?: YES _____ NO _____

_____ _____

City of Scottsdale Contract Administrator Date

COS Rev. 5/01/15