

9203064

#13

CONSTRUCTION SPECIFICATIONS

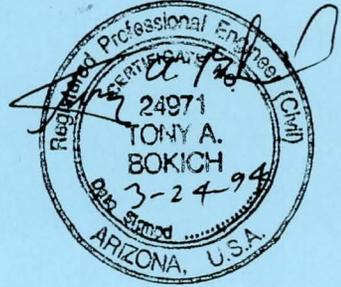
FOR

CONTRACT FCD 94-10
SOSSAMAN CHANNEL & BASIN

Prepared By:

Kirkham Michael
9201 North 25th Avenue, Suite 195
Phoenix, Arizona 85021

Property of
Flood Control District of MC Lit--
Please Return to
2801 W. Durango
Phoenix, AZ 85009



(Engineer's
Seal)

Prepared For

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Recommended By: Edward A. Raleigh Date: 3/23/94
Edward A. Raleigh, P.E., Chief
Engineering Division

Issued for Public Bidding By: Neil S. Erwin Date: 3/23/94
Neil S. Erwin, P.E.
Chief Engineer and General Manager

SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS
UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION EDITION OF 1992 AND REVISIONS AND SUPPLEMENTS
THERE TO.

A108.501

ATTENTION

ALL PROSPECTIVE BIDDERS

A.R.S. Section 34-201 now requires that construction bid proposals be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the total amount of the bid.

All bonds must be executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in Arizona, issued by the Director of the (State) Department of Insurance.

Bonds (bid, payment and performance) executed by an individual surety or sureties are not in compliance with the Arizona Revised Statutes.

Bids received containing bid bonds not in compliance with the Arizona Revised Statutes will be considered as being non-responsive. The use of District-supplied bond forms is required.

Please submit your bids accordingly.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT 94-10

SOSSAMAN CHANNEL & BASIN

TABLE OF CONTENTS

	Page
1. Invitation for Bids	1
2. Bid Form (Proposal)	4
3. Bidding Schedule	6
4. Subcontractor Listing	8
5. Surety Bond	9
6. No Collusion Affidavit	10
7. Verification of License	11
8. Minority and Women-Owned Business (MBE/WBE) Program	12
8a. Contractor Certificate of Good Faith	
9. MBE/WBE Assurances Affidavit	16
10. MBE/WBE Participation Affidavit, Sample	17
11. MBE/WBE Participation Report	18
12. Contract	19
13. Statutory Payment Bond	22
14. Statutory Performance Bond	23
15. Certificate of Insurance	24
16. Supplementary General Conditions	SGC 1-9
17. Special Provisions	SP 1-13
18. Drawings: Sossaman Channel & Basin 14 Plan Sheets	Separate



(Area to left reserved for
Engineer's Seal)

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BID**

BID OPENING DATE: April 14, 1994

LOCATION:

This project is located in the City of Mesa, one-quarter mile east of Sossaman Road, on the south side of Southern Avenue.

PROPOSED WORK:

Construction consists of one-half mile of lined channel, drop structures, outlet weir, basin and inlet and outlet works, operation and maintenance road, and fencing.

BIDS:

SEALED BIDS for the proposed work will be received by the Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona 85009 until 2:00 p.m. (Phoenix time) on the above date and then publicly opened and read at 2801 West Durango Street, Phoenix, Arizona 85009. All bids are to be marked in accordance with Section 102.9 of the MAG Uniform Standard Specifications and addressed to the Chief Engineer and General Manager, Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona 85009. No bids will be received after the time specified for bid opening. All bids must be submitted on proposal forms furnished by the Flood Control District and included in the Proposal Pamphlet. The Board of Directors reserves the right to reject any and all bids and to waive any informality in any bid received.

ELIGIBILITY OF CONTRACTOR:

It is the policy of Flood Control District of Maricopa County to endeavor to ensure in every way possible that minority and women-owned business enterprises have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age, disability or national origin.

The bidder shall be required to certify that it has the appropriate "A" Contractor's license in the State of Arizona to perform the before-mentioned type of work. Certification shall be on the form provided herein.

The bidder may be required to furnish an affidavit as evidence of previous satisfactory performance in the above-mentioned type of work.

CONTRACT TIME:

All work on this Contract is to be completed within one hundred eighty (180) calendar days after date of Notice to Proceed.

MBE/WBE PARTICIPATION:

For this contract, a goal of ten (10) percent MBE /WBE is established for Minority/Women-Owned Business Enterprises. Instructions and required forms are included in the Minority and Women-Owned Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Business Enterprise Program, effective January 1, 1992, is incorporated by reference.

PRE-BID CONFERENCE:

A Pre-bid conference will be held on April 6, 1994 at 3:00 p.m. in the Flood Control District Pass Mountain Conference Room, 2801 West Durango Street, Phoenix, Arizona 85009. It is in the best interest of prospective bidders to attend the Pre-bid Conference.

Questions or items for clarification may be addressed to the Chief, Contracting Branch, in writing, at least ten (10) days prior to bid opening date. Where appropriate, any answers or clarifications affecting the cost may be addressed to all bidders in an addendum. Verbal interpretations, unless specifically addressed by addendum, shall not be binding nor have any legal effect.

PROJECT PLANS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS:

Plans and Construction Specifications may be obtained from Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona 85009 upon payment of \$12.50 by check, payable to the FLOOD CONTROL DISTRICT of MARICOPA COUNTY. This payment will not be refunded. Mail orders for project documents must include an additional \$7.50 for first class U.S. postage and handling. The total \$20.00 will not be refunded. Regardless of circumstances, we cannot guarantee mail delivery. Each bid must be accompanied by a Bid Bond, cashier's or certified check or postal money Order equal to 10 percent (10%) of the bid, made payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY as a guarantee that if the work is awarded to the bidder, the bidder will within ten (10) days of receipt of the Proposal Acceptance, enter into proper contract and bond condition for the faithful performance of the work, otherwise, said amount may be forfeited to the said BOARD OF DIRECTORS as liquidated damages.

PRINCIPLE ITEMS AND APPROXIMATE QUANTITIES

QUANTITY	UNIT	DESCRIPTION
1	LS	Clearing and Grubbing
4,770	CY	Earthwork for Open Channels
117,945	CY	Earthwork for Detention Basin
497	CY	Riprap Construction (Grouted)
5,373	SY	Untreated Base (Aggregate Base)
4,300	LF	Chain Link Fence
2	EA	16'-0" Gate
14,344	SY	Sossaman Channel and Weir Lining
4,650	LF	Sossaman Channel Cutoff Wall
2,560	LF	Basin Perimeter Channel Cutoff Wall
1,954	SY	Basin Perimeter Channel Lining

PROPOSAL

TO THE BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PHOENIX, ARIZONA

Gentlemen:

The following Proposal is made for constructing the Sossaman Channel and Basin, FCD 94-10, in the County of Maricopa, State of Arizona.

The following Proposal is made on behalf of

and no others. Evidence of authority to submit the Proposal is herewith furnished. The Proposal is in all respects fair and is made without collusion on the part of any person, firm, or corporation mentioned above, and no member or employee of the Board of Directors is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work in which it relates, or in any portion of the profits thereof.

The Undersigned certifies that the approved Plans, Supplementary General Conditions, Special Provisions, Forms of Contract, Bonds, and Sureties authorized by the Board of Directors and constituting essential parts of this Proposal, have been carefully examined and also that the site of the work has been personally inspected.

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Construction Specifications, Special Provisions, Supplementary General Conditions, or conditions to be overcome, be pled. On the basis of the Plans, Construction Specifications, Special Provisions, Supplementary General Conditions, the Forms of Contract, Bonds, and Sureties proposed for use, the Undersigned proposes to furnish all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work and to furnish all the materials in the manner specified and to finish the entire project within the time hereinafter proposed and to accept, as full compensation therefore, the sum of various products obtained by multiplying each unit price, herein bid for the work or materials, by the quantity thereof actually incorporated in the complete project, as determined by the Engineer or Architect.

The Undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the Bidding Schedule.

The Undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Sureties within ten (10) days of receipt of Notice of Proposal acceptance, **TIME BEING OF THE ESSENCE**. The Undersigned further proposes to begin work as specified in the Contract attached hereto, and to complete the work within **one hundred eighty (180) calendar days** from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors, each in an amount equal to one hundred percent of the contract amount. This Bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bonds and Sureties to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Invitation to Bid is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the Bidder and the Bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof; and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the Undersigned should withdraw its Proposal, if the Proposal is accepted and there should be failure on the part of the Undersigned to execute the Contract and furnish satisfactory Bonds and Sureties as herein provided, the Flood Control District of Maricopa County in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

The Undersigned acknowledges receipt of the following addenda, attached these to the bid package, and has included their provisions in the proposal:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

The Undersigned has enclosed the required bid security to this Proposal.

BIDDING SCHEDULE

PROJECT: Sossaman Channel and Basin

CONTRACT: FCD 94-10

ITEM NO	DESCRIPTION	APPROX QTY	UNIT	UNIT COST (IN WRITING) AND/100 DOLLARS	UNIT COST NUMBERS	EXTENDED AMOUNT
107-1	NPDES Permit Requirements	1	LS			
109-1	Mobilization	1	LS	Five Thousand Dollars and no cents	5,000.00	5,000.00
201-1	Clearing and Grubbing	1	LS			
215-1	Earthwork for Open Channels	4,770	CY			
216-1	Earthwork for Detention Basin	117,945	CY			
220-1	Riprap Construction (Grouted)	497	CY			
310-1	Untreated Base (Aggregate Base	5,220	SY			
310-2	Untreated Base (Crushed Rock)	155	SY			
350-1	Removal of Existing Improvements	1	LS			
420-1	Chain Link Fence	4,300	LF			
420-2	16'-0" Gate	2	EA			
430-1	Gravel Installation	8,740	SY			
505-1	Concrete Structures (Drop Structure)	1	LS			
505-2	Sossaman Channel and Weir Lining	14,344	SY			
505-3	Sossaman Channel Cutoff Wall	4,650	LF			
505-4	Basin Perimeter Channel Cutoff Wall	2,560	LF			
505-5	Basin Perimeter Channel Lining	1,954	SY			
505-6	Inlet Headwall	1	EA			
505-7	Outlet Headwall and Flapgate	1	LS			
610-1	8" Ductile Iron Pipe and Fittings	780	LF			
610-2	8" Valves, Valve Box and Cover, Type 'B'	2	EA			
610-3	Connection to Existing 8" Water Line	2	EA			
610-4	3/4" Air Release Valve Assembly	2	EA			
610-5	Waterline Casing	80	LF			
618-1	30" RGRCP	47	LF			

TOTAL ESTIMATED CONSTRUCTION COST: _____

IF BY AN INDIVIDUAL:

(NAME - TITLE)

(ADDRESS)

(DATE)

PHONE: _____

IF BY A FIRM OR PARTNERSHIP:

(FIRM NAME)

(FIRM ADDRESS)

BY: _____
(NAME - TITLE)

PHONE: _____

DATE: _____

** Name and Address of Each Member:

** The Name and Post Office Address of Each Member of the Firm or Partnership Must be Shown.

IF BY A CORPORATION:

(CORPORATE NAME)

(CORPORATION ADDRESS)

BY: _____

PHONE: _____

TITLE: _____

DATE: _____

* Incorporated under the Laws of the State of Arizona Names and Addresses of Officers:

(PRESIDENT)

(ADDRESS)

(SECRETARY)

(ADDRESS)

(TREASURER)

(ADDRESS)

* The Name of the State Under Which the Laws of the Corporation was Chartered and Names, Title, and Business Address of the President, Secretary, and Treasurer Must be Shown.

SUBCONTRACTOR LISTING

As required in Section 102.6 of the Supplementary General Conditions, the following is a listing of Subcontractors and material suppliers that are to be used in the event the undersigned should enter into contract with the Owner. No change in the subcontractors and material suppliers listed will be made without prior written approval of the Owner.

(Signature) _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter called the Principal), and the _____, a corporation duly organized under the laws of the State of _____, as Surety, (hereinafter called the Surety), are held and firmly bound unto the Flood Control District of Maricopa County as Obligee, in the sum of **ten percent (10%)** of the total amount of the bid of Principal, submitted by him to the Flood Control District of Maricopa County, for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with the Arizona Revised Statutes.

WHEREAS, the said Principal is herewith submitting its proposal for FCD 94-10, Sossaman Channel and Basin.

NOW, THEREFORE, if the Flood Control District of Maricopa County shall accept the proposal of the Principal and the Principal shall enter into a contract with the Flood Control District of Maricopa County in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the contract and for the prompt payment of labor and material furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give such Bond and Certificates of Insurance, if the Principal pays to the Flood Control District of Maricopa County the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Flood Control District of Maricopa County may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect, provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this _____ day of _____, A.D., 1994.

AGENCY OF RECORD, STATE OF ARIZONA

PRINCIPAL

AGENCY ADDRESS

BY: _____

TITLE: _____

SURETY

BY: _____

TITLE: _____

BOND NUMBER: _____

ATTACH SURETY POWER OF ATTORNEY

CERTIFICATION OF LICENSE

Pursuant to A.R.S. Sec. 32-1169, I hereby state that I hold a current contractor's license, duly issued by the office of the Registrar of Contractors for the State of Arizona, said license has not been revoked, that the license number is: _____ that my privilege license number (as required by A.R.S. Sec. 42-1305) is: _____; and that, if any exemption to the above licensing requirements is claimed;

(1) The basis for the claimed exemption is: _____
_____ and;

(2) The names(s) and license number(s) of any general, mechanical, electrical, or plumbing contractor(s) to be employed on the work are:

IT IS UNDERSTOOD THAT THE FILING OF AN APPLICATION CONTAINING FALSE OR INCORRECT INFORMATION CONCERNING AN APPLICANT'S CONTRACTOR'S LICENSE OR PRIVILEGE LICENSE WITH THE INTENT TO VOID SUCH LICENSING REQUIREMENTS IS UNSWORN FALSIFICATION PUNISHABLE ACCORDING TO A.R.S. SEC. 13-2704.

DATE: _____

SIGNATURE OF LICENSEE:

COMPANY: _____

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM
CONSTRUCTION CONTRACTING REQUIREMENTS**

- A. The following conditions will apply in the calculation of the percentage attainment:
1. All MBE/WBE firms used in attainment of the goal must be certified with the Maricopa County Minority Business Office (MBO). The MBO is located at 3003 North Central Avenue, Suite 700, Phoenix, Arizona 85012, telephone 506-4068. In addition, only those firms certified prior to the bid opening will be considered in the attainment of the goal.
 2. Prime contractor subcontracts to MBE or WBE:
The MBE/WBE amount to be applied to the goal will be based on that portion (dollar value) of the contract that the MBE/WBE performs. For example, if a prime contractor subcontracts work amounting to \$100,000 of a contract for which the total project cost is \$1,000,000. the MBE/WBE participation will be credited as 10 percent.
 3. Prime Minority Contractor:
An MBE/WBE prime contractor will be credited with the MBE/WBE participation for that portion of the contract which they themselves perform plus that portions subcontracted to other MBE/WBE firms. For example, if an MBE/WBE prime contractor proposes to perform 50 percent of a project quoted at \$1,000,000 and subcontracts 25 percent to an MBE firm and 25 percent to a non-MBE/WBE firm, MBE/WBE participation will be credited as 75 Percent, or \$750,000.
 4. Minority-Non-Minority Joint Venture:
A joint venture consisting of MBE/WBE participation and non-MBE/WBE business enterprises, functioning as a prime contractor, will be credited with minority participation on the basis of the percentage of profit accruing to the MBE/WBE firm. For example, if a MBE/WBE and non-MBE/WBE joint venture proposes to perform 50 percent of a \$1,000,000 project and 50 percent of the joint venture profits (\$500,000) are to accrue to the MBE/WBE partner in the joint venture, MBE/WBE participation will be credited at 25 percent or \$250,000.
 5. Lower Tier Non-MBE/WBE Participation:
MBE/WBE subcontractors proposing to further subcontract to non-MBE/WBE contractors shall not have that portion of subcontracting activity considered when determining the percentage of MBE/WBE participation.
 6. MBE/WBE Suppliers:
Any MBE/WBE supplier that performs a commercially useful function, manufactures or substantially alters the material or product it supplies will have that portion of activity considered when determining the percentage of MBE/WBE participation.

7. MBE/WBE Trucking:

Credit for trucking by MBEs or WBEs will be the amount to be paid when the MBE or WBE trucker will perform the trucking with his/her trucks, tractors, and employees or when a MBE or WBE trucking broker has signed agreements with MBE and WBE truckers.

B. Required forms:

Two Affidavits are included as part of this section. The first form, the "MBE/WBE Assurances Affidavit", must be completed and submitted with the bid-- FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF THE BID.

A SAMPLE of the "Actual MBE/WBE Participation Affidavit", that must be completed and returned by the first and second bidders to the Minority Business Office by 4:00 p.m. on the seventh calendar day after bid opening, if M/WBE goals have been established, is provided for information purposes. A copy of the sample or the sample form itself may also be used. The affidavit will list the MBE/WBE participation by MBE/WBE firm name and the relative dollar value of the MBE/WBE contract. The information in this affidavit is binding on the contractor, to the extent that any amounts may be increased and not decreased, and that if any listed MBE/WBE's are unable to enter into a subcontract with contractor, the contractor **must** provide a written report to the Procurement Officer, through the Owner's representative in accordance with instructions provided elsewhere in this document.

C. Good Faith Efforts:

Bids which fail to meet MBE or WBE minimum goals at levels which equal or exceed established goals may be considered nonresponsive unless good faith efforts can be determined. Only MBE and WBE firms certified by Maricopa County prior to the bid submittal date, and which will perform a commercially useful function will be counted toward meeting the participation goals. Any portion of the work that a proposed MBE or WBE firm will subcontract to other than a certified firm, regardless of tier, will not be counted toward the applicable goals.

The apparent first and second low bidders who do not fulfill the established MBE and WBE goals must demonstrate, through detailed and comprehensive documentation, that "good faith" efforts have been made to solicit, assist and utilize MBE and WBE firms to meet participation goals.

The County Minority Business Office (MBO) will assist prime contractors in identifying possible qualified and interested MBE and WBE subcontractors to meet designated MBE and WBE goals. **A M/WBE listing will be furnished with the bidding documents**, which contractors must utilize in identifying M/WBE firms. It will be the responsibility of the prime contractors to obtain the MBE and WBE firms necessary to meet the MBE and WBE goals.

FAILURE TO CONTACT THE MBO FOR ASSISTANCE IN COMPLYING WITH THESE GOALS MAY RESULT IN NOT HAVING IMPLEMENTED "GOOD FAITH"

EFFORTS. Contact may be in writing, by telephone, or in person. If by phone or in person, name of MBO person spoken to should be obtained and written within the **"CONTRACTOR CERTIFICATE OF GOOD FAITH" SUBMITTAL FORM** (supplied if a contract has M/WBE goals).

(The Minority Business Office is located at 3003 North Central Avenue, Suite 700, Phoenix, Arizona 85012. Telephone number is 506-4068).

FAILURE TO IMPLEMENT "GOOD FAITH" EFFORTS IN ACCORDANCE WITH THE MARICOPA COUNTY MINORITY BUSINESS ENTERPRISE PROGRAM TO THE SATISFACTION OF MARICOPA COUNTY MAY RESULT IN THE REJECTION OF THE BID.

If information submitted by a prime contractor indicates that established MBE and WBE goals have not been met, the contractor must be required to provide sufficient documentation to demonstrate that he/she has complied with MBE and WBE requirements or good faith efforts. Good faith efforts will be determined by both quality and intensity of these efforts. Documentation provided to the Minority Business Office (MBO) must include:

1. The date bidder requested assistance in writing, in person, or by telephone from the MBO. The bidder should request assistance from the MBO office in order for a determination to be made. **As Maricopa County M/WBE listings are updated frequently, bidders shall contact the MBO to ensure that they have the most recent edition.**
2. Names, addresses and telephone numbers; and dates of notification of Maricopa County certified MBEs and WBEs solicited by direct mail for this project; and dates and methods used for follow up of initial solicitations to determine with certainty whether MBEs or WBEs were interested in subcontracting. (SEE FOLLOWING NOTE)
3. Items of work for which bidder requested subbids, proposals or materials to be supplied by MBEs and WBEs; information furnished to interested MBEs and WBEs such as specifications and requirements of the work; plans; and any breakdown of items of work into economically feasible units to facilitate MBE and WBE participation.
4. Names of MBEs and WBEs who submitted bids for any of the work indicated above and were not accepted by the prime contractor. An explanation of why MBEs or WBEs contacted will not be awarded subcontracts. If price was the reason for rejection of the bid, the price bid of rejected MBEs or WBEs and price bid of the selected subcontractor shall be submitted. Since utilization of available MBEs and WBEs is the program objective, price differences will not automatically be considered as cause for a prime contractor's rejection of MBE and WBE bids.

5. Documentation of written notices or telephone calls to a reasonable number of M/WBEs soliciting their participation in sufficient time to allow M/WBEs to participate effectively. All M/WBEs listed on the Maricopa County Certification list which provide applicable goods and services for subject procurement/project should be contacted.

NOTE: THE ABOVE GOOD FAITH EFFORTS MUST HAVE BEEN CONDUCTED DURING THE BIDDING PERIOD AND PRIOR TO THE BID OPENING WITH SUBSTANTIAL TIME IN ORDER TO ALLOW FOR A RESPONSE FROM POTENTIAL M/WBE SUBCONTRACTORS. ORIGINAL CONTACT BY A PRIME CONTRACTOR JUST PRIOR TO OR ON THE BID OPENING WILL NOT BE CONSTRUED AS HAVING PROVIDED SUFFICIENT RESPONSE TIME FOR SUBMISSION OF SUBCONTRACT BIDS.

The following efforts can also be utilized in demonstrating "Good Faith" in soliciting M/WBE participation.

1. A description of the efforts made to assist MBEs and WBEs whose bids were rejected to be more competitive in their subcontracting bids. These efforts could include assistance in meeting bonding or insurance requirements.
2. Names and dates of advertisement of each newspaper, trade paper, and minority focus paper in which a request for MBE and WBE participation for this project was placed by the bidder.

Contractors are encouraged to seek M/WBEs in the same geographical area in which the work is to be performed or goods provided. If the bidder cannot meet the established goals using M/WBEs from the geographical area, the bidder should expand its search to a reasonable wider geographical area.

The MBO will make the final decision as to whether good faith efforts were met, based on the information submitted.

D. Appeal Process for Bid Award:

If the Owner is considering award of a contract to a bidder other than the low bidder because of failure to meet MBE and WBE participation goals or good faith efforts, the low bidder will be notified and given an opportunity to protest the decision. This protest will be made in accordance with the Maricopa County Procurement Code, Article 9, MCI-905, which is incorporated by reference.

E. Contract Compliance:

Failure of any bidder, contractor or subcontractor to comply with any of the requirements of the Maricopa County Minority and Women-Owned Business Program shall be a material breach of contract. During the term of an awarded contract, the prime contractor shall:

1. Fulfill the MBE and WBE participation commitments submitted with their bid;

2. Continue to make every effort to utilize MBEs and WBEs;
3. Require that their subcontractors make every effort to utilize MBEs and WBEs;
4. Maintain records necessary for monitoring their compliance with provisions contained in the M/WBE Program.

The primary responsibility for assuring contractor's compliance with these M/WBE contract requirements after award rests with the Owner's designated representative. The Owner's designated representative should ascertain that no one other than the approved MBE or WBE contractors or subcontractors are performing the work, and that MBE and WBE subcontractor substitutes have been approved in advance. The prime contractor shall not perform any MBE or WBE contract work items without prior approval by the Owner's Procurement Officer, through the Owner's designated representative.

The Owner's Procurement Officer shall advise the Minority Business Office immediately of any circumstances where a contractor appears to be in violation of the MBE and WBE contract requirements. An investigation will be held by the MBO and a recommendation for corrective action shall be forwarded to the Owner's Procurement Officer. Intentional noncompliance with the MBE and WBE requirements may result in withholding funds on the items already completed, in termination of the contract, and/or formal debarment from future contracts. The Maricopa County Minority Business Office (MBO) reserves the right to inspect all records of the contractor, MBEs and WBEs concerning this project.

The MBO will conduct MBE and WBE compliance reviews on a regular basis.

F. Substitution of Subcontractors:

The prime contractor shall request approval to replace an approved MBE or WBE subcontractor that is unable or unwilling to perform successfully on a contract with another MBE or WBE. This failure does not remove the contractor's responsibility for meeting the MBE and WBE participation goals on the contract. A written request for substitution must be made to the Owner's Procurement Officer, through the designated Owner's representative, of the Procurement Agency. The substitute MBE or WBE, obtained to perform an equal or greater dollar value of work, must be approved by the Owner's Procurement Officer, through the designated Owner's representative, prior to beginning of any work by the substitute MBE or WBE. The request for substitution must include, but is not limited to the following:

1. Reason for substitution.
2. Name, address, and telephone number of the approved MBE or WBE.
3. Name, address and telephone number of the MBE or WBE substitute.

4. Item, numbers, description of work and the proposed MBE and/or WBE dollar amount.

5. Good faith effort documentation if the substitute subcontractor is not an MBE or WBE.

G. Requests for Pay:

Each Request for Pay must be accompanied by a Maricopa County Minority/Women-Owned Business Enterprise Program "MBE/WBE PARTICIPATION REPORT" in the form as provided by the Flood Control District of Maricopa County.

The final pay request shall include a listing of total contract MBE/WBE participation. Line numbers and a description of actual work performed shall also be included. If, at the time of contract completion, the MBE and WBE commitments are not actually attained, the report is to provide an explanation of failure to comply. These reports shall be submitted within thirty (30) days of contract completion, PRIOR TO RELEASE OF ANY REMAINING CONTRACT RETENTION.

CONTRACTOR CERTIFICATE OF GOOD FAITH*

The intent of this certification is to document the good faith efforts implemented by the apparent low bidder in soliciting and utilizing M/WBE firms to meet the established M/WBE goals for County contracts. This certificate will assist Maricopa County in determining whether the apparent low bidder has implemented "good faith" efforts in accordance with the Maricopa County Minority Business Program. The burden of proof rests with the apparent low bidder.

(NOTE: Prior to filling out this certificate it is important that contractors review the "good faith" efforts requirements in the M/WBE section of the project specification booklet.)

Failure to implement "good faith" efforts to the satisfaction of Maricopa County will result in rejection of the proposal.

I, _____, do hereby acknowledge that I am the _____ of _____ who has been identified as the selected contractor on Flood Control District Project/Contract FCD No. 94-10.

Provide a brief summary of why the established M/WBE goal for this project has not been met. (Attach additional sheets if necessary.)

I hereby certify that I have made comprehensive "good faith" efforts to solicit and utilize County certified M/WBEs to meet the established M/WBE goal of this project as demonstrated by my responses to the following questions:

A. IDENTIFYING SUBCONTRACTOR WORK ITEMS

Contractors are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting the established M/WBE goal for the project. In selecting work to be performed, contractors will consider, where appropriate, breaking down the project into economically feasible units to facilitate M/WBE participation. Contractors are reminded that only M/WBE certified by the County can be used as participants towards meeting the project goals. A County M/WBE Certification listing will be provided to all contractors interested in submitting bids for projects. This listing is the only authorized source from which to select M/WBEs for project participation. Current copies of this listing may be obtained by calling the Minority Business Office at (602) 506-4068.

1. Which portions of the contract proposal, in terms of the nature of the work were selected to be subcontracted to M/WBE firms?

B. NOTIFYING M/WBE FIRMS OF CONTRACTING OPPORTUNITIES

1. Solicitations by mail/fax must be made to all M/WBE firms identified on the M/WBE Certification Listing that perform the type of work which is proposed for subcontracting. Following this initial solicitation, at least one follow-up telephone call must be made to any of the M/WBE firms who have not responded to the mailing.

2. In the spaces provided below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when the M/WBE firms received subsequent telephone solicitations. Please attach additional sheets so that all firms contacted are listed and attach photo copies of all written/fax solicitations to M/WBEs to this documentation.

M/WBE Firm Contacted	Name	Tel. No.	Date
----------------------	------	----------	------

3. Were the services of the County Minority Business Office used to assist the contractor in the recruitment of M/WBEs or to assist in solving other problems? Yes _____ No _____

Contact was made by _____ telephone _____ written correspondence

Date contacted _____ Staff person contacted _____

C. PROVIDING M/WBEs WITH ASSISTANCE

1. Explain any efforts undertaken to provide M/WBEs with information regarding project plans, specifications and requirements of the project:

2. Describe any efforts initiated to provide special assistance to M/WBE firms interested in participating in this project:

3. Describe any efforts undertaken to assist M/WBE firms in obtaining bonding, lines of credit, or insurance required by the County for this project:

4. Was solicitation for M/WBEs advertised in local papers, ethnic periodicals, or trade journals? If YES, please list the name of the periodical and dates advertised.

D. SOLICITING QUOTES FROM M/WBE FIRMS

Contractors must solicit quotes in good faith with interested M/WBE firms. Quotes and bids from interested M/WBEs must not be rejected by bidders without sound justification based upon a thorough investigation of the capabilities of the M/WBE firms.

1. Indicate in the space provided below, which M/WBE firms submitted quotes on the project proposal. Also provide a brief explanation of why any of these M/WBE quotes were rejected. If price was a determining factor, provide documentation showing the non-minority quotes. Please attach additional sheets if necessary.

Name of M/WBE Firm

Explanation for rejecting quote

* To be included in contract documents or those procurements which have M/WBE contract goals.

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM
MBE/WBE ASSURANCES AFFIDAVIT**

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS AFFIDAVIT WITH THE BID PROPOSAL SHALL BE CAUSE FOR REJECTION OF THE BID.

The undersigned, fully cognizant of the Flood Control District of Maricopa County MBE/WBE Program requirements and of the goal established, hereby certifies that in the preparation of this bid,

(the entity submitting the bid)

(CHECK ONE)

___ Will meet the **established** goal for participation by Minority/Women-Owned Business Enterprises.

___ Will provide the necessary documentation to Minority Business Office to establish that a good faith effort was made.

The first and second low bidders will specify their MBE/WBE participation on the Actual Participation Affidavit or provide documentation of their good faith efforts not later than 4:00 p.m., the seventh calendar day following the bid opening. If participation is "None", the Affidavit will be completed and returned with "None" so stated therein, together with the documentation of bidder's good faith efforts to obtain the participation. This documentation will be reviewed by the MBO to determine whether in fact a comprehensive "good faith" effort has been implemented. The required affidavit shall be obtained by the apparent first and second low bidders from the Minority Business Office, 3003 North Central Avenue, Suite 700, Phoenix, Arizona 85013, Telephone 506-4068, following the bid opening and verbal notification from the Procurement Officer of the Procurement Agency; a SAMPLE affidavit form for reference purposes follows.

Name of Firm

Signature

Title

STATE OF ARIZONA)
)ss.
County of Maricopa)

Subscribed and sworn to before me this _____ day of _____, 199__.

BY: _____

Notary Public

My Commission Expires: _____

**MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES PROGRAM**

**MBE/WBE PARTICIPATION REPORT
(To be attached with Request for Pay)**

Date: _____
Contractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Project: Sossaman Channel and Basin
Contract Number: FCD 94-10
For Pay Period of: _____

Subcontractor: _____
Person to Contact: _____
Address: _____
Telephone Number: _____

Type of Firm: _____
Class of Work: _____

Subcontract Amount: _____
Amount Earned
(Commission) This Period: _____

Total Earned by This Subcontractor: _____
Total MBE/WBE Contract Goal, %: 10 Percent (10%)
Total Cumulative MBE/WBE _____

Participation on This Contract, %: _____
MBE/WBE subcontract payment made
during this reporting period (yes or no): _____

Copy to: Minority Business Office
3003 North Central Avenue, Suite 700
Phoenix, Arizona 85012

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1994 by and between the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called the OWNER, acting by and through its BOARD OF DIRECTORS, and _____ hereinafter called the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in the consideration of the sum of _____ to be paid to him by the OWNER, in the manner and at the times hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees for himself, heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall construct, and complete in a workmanlike and substantial manner and to the satisfaction of the Chief Engineer and General Manager, a project for the Flood Control District of Maricopa County, designated as Contract FCD 94-10, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, materials, and labor to complete the work in the most substantial and workmanlike manner according to the Plans and Construction Specifications on file with the Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona, and such modifications of the same and other directions that may be made by the Flood Control District of Maricopa County as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Construction Specifications (Invitation to Bid, Plans, Standard Specifications and Details, Supplementary General Conditions, Special Provisions, Addenda, if any, Proposal, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.

ARTICLE III - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at its own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement 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 proposal pamphlet.

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the OWNER, through its Engineer and to its satisfaction, the OWNER agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payment in accordance with the requirements of A.R.S. Sec. 34-221, as amended. The CONTRACTOR agrees to discharge its obligations and make payments to its subcontractors and suppliers in accordance with A.R.S. Sec. 34-221.

ARTICLE V - TERMINATION: The OWNER hereby gives notice that pursuant to A.R.S. Sec. 38-511(A) this contract may be cancelled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating a contract on behalf of the OWNER is, at any time while the contract or any extension of the contract is in effect, an employer agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Chief Engineer and General Manager of the OWNER is received by all of the parties to the contract. In addition, the OWNER may recoup any fee for commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the OWNER from any other party to the contract arising as a result of the contract.

ARTICLE VI - NEGOTIATION CLAUSE: Recovery of damages related to expenses incurred by the CONTRACTOR for a delay for which the OWNER is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between the CONTRACTOR and the OWNER. This provision shall be construed so as to give full effect to any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

ARTICLE VII - COMPLIANCE WITH LAWS: The CONTRACTOR is required to comply with all Federal, State and local ordinances and regulation. The CONTRACTOR's signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that the CONTRACTOR and any subcontractors employ to complete this project. It is understood that the OWNER shall conduct itself in accordance with the provisions of the Maricopa County Procurement Code.

ARTICLE VIII - MBE/WBE PROGRAM: The Flood Control District of Maricopa County will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services to the Flood Control District of Maricopa County without being discriminated against on the grounds of race, religion, sex, age, disability, or national origin. The Maricopa County Minority Business Program implemented January 1, 1992, is incorporated by reference.

ARTICLE IX - ANTI-DISCRIMINATION PROVISION: The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability and further agrees not to engage in any unlawful employment practices. The CONTRACTOR further agrees to insert the foregoing provision in all subcontracts hereunder.

IN WITNESS WHEREOF: Five (5) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

PARTY OF THE FIRST PART

BY: _____

BY: _____
SIGNATURE

TITLE: _____

DATE: _____

Tax Identification Number

RECOMMENDED BY:

Chief Engineer and General Manager
Flood Control District of Maricopa County

DATE: _____

LEGAL REVIEW

Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Flood Control District.

BY: _____
General Counsel, Flood Control
District of Maricopa County

Date: _____

FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY PARTY OF
THE SECOND PART

BY: _____
CHAIRMAN, BOARD OF DIRECTORS

DATE: _____

ATTEST:

Clerk of the Board

**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 Flood Control District of Maricopa County, in the County of Maricopa, State of Arizona (hereinafter called the Oblige), 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 Flood Control District of Maricopa County, dated the _____ day of _____, 1994 for FCD Contract 94-10 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all 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 it was copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgement reasonable attorney's fees that may be fixed by the court or a judge thereof.

Witness our hands this _____ day of _____, 1994.

PRINCIPAL SEAL

BY: _____

AGENCY OF RECORD, STATE OF ARIZONA TITLE: _____

AGENCY ADDRESS SURETY SEAL

BOND NUMBER: _____ BY: _____

ATTACH SURETY POWER OF ATTORNEY TITLE: _____

**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 Flood Control District of Maricopa County, in the 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 Flood Control District of Maricopa County, dated the _____ day of _____, 1994, for FCD Contract 94-10, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 1994.

PRINCIPAL SEAL

AGENCY OF RECORD, STATE OF ARIZONA

BY: _____

TITLE: _____

AGENCY ADDRESS

SURETY SEAL

BOND NUMBER: _____

ATTACH SURETY POWER OF ATTORNEY

BY: _____

CERTIFICATE OF INSURANCE

CONTRACT FCD 94-10

PROJECT TITLE Sossaman Channel and Basin

NAME AND ADDRESS OF INSURANCE AGENCY	INSURANCE COMPANIES AFFORDING COVERAGES
	Company Letter A
	Company Letter B
NAME AND ADDRESS OF INSURED	Company Letter C
	Company Letter D
	Company Letter E
	Company Letter F
	Company Letter G

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE AND ARE IN FORCE AT THIS TIME.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000 MINIMUM each occurrence	
	COMMERCIAL GENERAL <input checked="" type="checkbox"/> LIABILITY FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY			BODILY INJURY per person PROPERTY DAMAGE each occurrence	2,000 Combined
	COMPREHENSIVE AUTO <input checked="" type="checkbox"/> LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input type="checkbox"/> EXCESS LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			STATUTORY each accident	\$100
	<input type="checkbox"/> ENGINEERS PROFESSIONAL LIABILITY			EACH CLAIM AND ANNUAL AGGREGATE	
	<input checked="" type="checkbox"/> OTHER "In addition to the Flood Control District of Maricopa County, Include the the City of Mesa and Maricopa County as additional insureds".				

Except for Professional Liability Insurance and Workers' Compensation Insurance, the Flood Control District of Maricopa County is added as an additional insured in respect to liability arising in any manner out of the performance of any contract entered into between the insured and the Flood Control District or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order, or otherwise required. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available. It is further agreed that no policy shall expire, be cancelled, or materially changed to effect the coverage available to the District without thirty (30) days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 2801 West Durango Street
 Phoenix, Arizona 85009

DATE ISSUED _____
 AUTHORIZED REPRESENTATIVE _____

D:\drafting\Forms\FormBB SRM

It is further agreed that:

The Contractor hereby agrees to indemnify and save harmless the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, Maricopa County, and the City Mesa, or any of their departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this Agreement.

The Flood Control District of Maricopa County, Maricopa County, and the City of Mesa shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the Flood Control District of Maricopa County, Maricopa County, and the City of Mesa.

The above cost of damages incurred by the Flood Control District of Maricopa County, Maricopa County, and the City of Mesa or any of their departments, agencies, officers or employees, or others aforesaid shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

Firm

Date

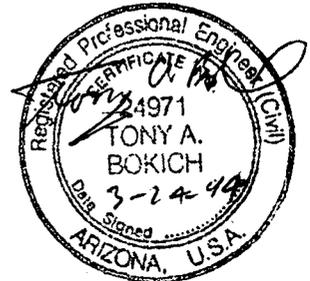
Principal

Title

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 94-10 SOSSAMAN CHANNEL AND BASIN

SPECIAL PROVISIONS



SECTION 201 - CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 201 of the Uniform Standard Specifications except as modified herein. The work consists of removal and disposal of all trees, stumps, and other objectionable material as necessary for the construction of this project. Prior to starting this work, the Contractor must verify the location of existing utilities which may be damaged during this work. The Contractor shall adjust and/or otherwise protect these utilities from damage.

Clearing and grubbing shall be paid for at the lump sum unit price bid for Bid Item 201-1.

SECTION 206 - STRUCTURE EXCAVATION AND BACKFILL

Structure excavation and backfill shall conform to Section 206 of the Uniform Standard Specifications except as modified herein. The work consists of the removal, placing and compaction of material around headwalls and other miscellaneous items to the lines designated on the plans or as directed by the Engineer.

No separate measurement or payment will be made for structure excavation and backfill. Structure excavation and backfill shall be paid for as part of Bid Item 215-1.

SECTION 211 - FILL CONSTRUCTION

Fill construction shall conform to Section 211 of the Uniform Standard Specifications except as modified herein. The work consists of placing and compacting all material wherever necessary according to the construction drawing, beyond the limits of structure backfill.

Imported common fill for use in site grading shall be of low swell potential and free of organic or otherwise deleterious material.

Prior to the placement of fill material, all loose soil, vegetation, any roadside debris, pavement, and existing structures within the proposed fill areas shall be completely removed. Depressions and ditches shall be cleaned of all loose or wet soils and widened to accommodate compaction equipment. Sloping surfaces shall be benched to provide a level surface for fill placement. All exposed subgrade surfaces shall be scarified, brought to the proper moisture content and compacted to a maximum depth of eight (8) inches.

The fill shall be compacted in horizontal lifts to a minimum of 92 percent of the maximum density as determined in accordance with ASTM D-2922 and D-3017 within a moisture content range of plus or minus 3 percent of optimum. The depth of the compacted lifts shall not exceed eight (8) inches.

No separate measurement or payment shall be made for fill construction. It shall be paid for as part of Bid Item 215-1.

SECTION 215 - EARTHWORK FOR OPEN CHANNELS

Earthwork for open channels shall consist of clearing, stripping, excavation, fill, backfill, grading and disposal of excavated and removed material.

Open channels for the purpose of this section shall mean concrete lined or unlined trapezoidal channels.

Earthwork for open channels shall conform to Section 215 of the Uniform Standard Specifications and MCDOT Supplement except as modified herein.

Grading of lined channels and access roads shall conform to the following tolerances:

- (A) A vertical tolerance of none above and 1 inch below the specified grade will be allowed on:
 - (1) Channel bottom
 - (2) Channel side slopes in both cut and fill

- (B) A vertical tolerance of none below and 2 inches above the specified grade will be allowed on:
 - (1) Top surface of channel banks and access road in both cut and fill
 - (2) Channel bank and access road side slopes in fill

Regardless of the construction tolerances specified, excavation and grading shall be performed so that finished surfaces are in uniform planes with no abrupt breaks in the surface.

Construction tolerances specified above for grading are solely for purposes of field control.

Measurement: The quantities of earthwork for open channels used will be those of the completed bid item, in place, within the limits of dimensions shown on the plans. The engineer will compute the quantities of fill construction by a method which in his opinion is best suited to obtain an accurate determination.

Earthwork for open channels shall be paid for at the contract price bid per cubic yard for Bid Item 215-1. Such price shall include clearing, stripping, excavation, fill, backfill, compaction, grading, hauling, removal and disposal of excess excavated material and debris.

SECTION 216 - EARTHWORK FOR DETENTION BASIN

Earthwork for the detention basin shall consist of clearing, stripping, excavation, fill, backfill, grading and disposal of excavated and removed material.

Detention basin for the purpose of this section shall mean open earthen basin constructed below grade with compacted slopes and floor.

Earthwork for detention basin shall conform to Section 215 Earthwork for Open Channels of the Uniform Standard Specifications and MCDOT Supplement except as modified herein.

Grading of basin floor and slopes shall conform to the following tolerances:

(A) A vertical tolerance of none above and 2 inches below the specified grade will be allowed on:

- (1) Basin floor
- (2) Basin side slopes in both cut and fill

(B) A vertical tolerance of none below and 3 inches above the specified grade will be allowed on:

- (1) Top surface of basin slopes and access ramp in both cut and fill

Regardless of the construction tolerances specified, excavation and grading shall be performed so that finished surfaces are in uniform planes with no abrupt breaks in the surface.

Construction tolerances specified above for grading are solely for purposes of field control.

Measurement: The quantities of earthwork for detention basin used will be those of the completed bid item, in place, within the limits of dimensions shown on the plans. The engineer will compute the quantities of fill construction by a method which in his opinion is best suited to obtain an accurate determination.

Earthwork for detention basin shall be paid for at the contract price bid per cubic yard for Bid Item 216-1. Such price shall include clearing, stripping, excavation, fill, backfill, compaction, grading, hauling, removal and disposal of excess excavated material and debris.

SECTION 220 - RIPRAP CONSTRUCTION (GROUTED)

RIPRAP CONSTRUCTION shall conform to Section 220 of the Uniform Standard Specifications except as modified herein.

Measurement: The quantities of riprap construction will be those of the bid item, in place, within the limits of dimensions shown on the plans. The Engineer will compute the quantities of riprap construction by a method which in his opinion is best suited to obtain an accurate determination.

Riprap construction (grouted) shall be paid for at the contract price bid for Bid Item 220-1. This bid item shall include preparation of ground surfaces and trenching.

SECTION 310 - UNTREATED BASE (AGGREGATE BASE)

Untreated base (Aggregate Base) for the Operations and Maintenance roads as shown on the plans shall conform to Section 310 of the Uniform Standard Specifications and MCDOT Supplement except as modified herein.

Measurement: The quantities of Untreated base used will be those of the completed bid item, in place, within the limits of dimensions shown on the plans. The Engineer will compute the quantities of Untreated base by a method which in his opinion is best suited to obtain an accurate determination.

Untreated base shall be paid for at the contract price bid per square yard of roadway for Bid Item 310-1 and such payment shall be compensation in full for the item complete in place including clearing, stripping, excavation, fill, backfill, compaction, grading, hauling removal and disposal of excess excavated material and debris.

UNTREATED BASE (CRUSHED ROCK)

Untreated base (Crushed Rock) for the ramp into the new basin shall be placed as shown on the plans and in accordance with Section 310 of the Uniform Standard Specifications and MCDOT Supplements except as modified herein. Crushed rock shall conform with Section 701 of the Uniform Standard Specifications and MCDOT Supplements.

Measurement: The quantities crushed rock used will be those of the completed item, square yard, in place, within the limits of dimensions shown on the plans. The Engineer will compute the quantities of Untreated Base (crushed rock) by a method which in his opinion is best suited to obtain an accurate determination.

Untreated Base (Crushed Rock) shall be paid for at the contract bid price per square yard of material placed for ITEM 310-2 - UNTREATED BASE (CRUSHED ROCK) and shall be compensation in full for the item complete in place including furnishing and installing the crushed rock, subgrade preparation, compaction, excavation, fill, grading, cleanup, removal of excess material, labor, equipment, and any other work items necessary for a completion installation.

SECTION 350 - REMOVAL OF EXISTING IMPROVEMENTS

Removal of existing improvements shall conform to Section 350 of the Uniform Standards Specifications except as modified herein. The work includes the removal and disposal of existing structure, bank protection, pavement, and any other obstacle to construction, whether shown on the plans or not. Holes, cavities and trenches resulting from the removal of structures shall be backfilled in accordance with Sections 206 and 211. Arrangements for disposal of all waste material shall be the responsibility of the Contractor.

Removal of existing improvements shall be paid for at the lump sum contract price bid for Bid Item 350-1.

SECTION 420 - CHAIN LINK FENCE

Chain link fence shall conform to Section 420 of the Uniform Standard Specifications except as modified herein.

Posts, rails, braces and bars shall conform to Section 772.2. Type B.

Payment shall be made at the contract price bid per lineal foot for Bid Item 420-1.

Also included in this section is the construction of gates as shown on the plans.

Payment for gates shall be made at the contract price bid per each for Bid Item 420-2.

SECTION 430 - LANDSCAPING AND PLANTING

GRAVEL MULCH

Gravel mulch will be graded material and shall be free of chemicals harmful to plant growth, debris, fines, and soil particles. Gravel mulch will consist of a combination of crushed and rounded material with a minimum of 50 percent by weight crushed material. Crushed rock shall have at least three (3) fractured faces. A sample must be approved by the Engineer prior to delivery to site.

The percentage wear of the material to be used as gravel mulch will be determined by the test procedure of ASTM Standard C 131, Grading B. The percentage of wear of the material shall not exceed 40 after 500 revolutions. The aggregates shall be well-graded when tested in accordance with ASTM C 136 and C 117. The percentage composition by weight shall be with the following limits:

<u>Size of Opening</u>	<u>Percentage Passing Sieve</u>
2 inches	90 - 100%
3/4 inches	0 - 15
No. 4	0 - 5

Gravel mulch color shall be natural desert. Color shall be approved by the Engineer prior to deliver to site.

No separate payment shall be made for gravel mulch. Gravel mulch shall be paid for as part of Bid Item 430-1.

GRAVEL INSTALLATION

The work shall consist of the application of gravel mulch over the slope as shown on the drawings. Gravel from designated sources shall be excavated, selected, handled and processed as necessary to meet the quality and grading requirements specified.

Hand placing of gravel cover shall be required to the extent necessary to prevent damage to the permanent works. The thickness of the gravel mulch shall be two inches (2"). All rills caused by erosion shall be filled with gravel before the slopes are roughened and covered with the gravel mulch.

Measurement for the quantities of gravel installation will be those of the completed bid item, in place, within the limits of dimensions shown on the plans. The Engineer will compute the quantities of gravel installation by a method which in his opinion is best suited to obtain an accurate determination.

Payment for Gravel Installation shall be paid for at the contract bid price per square yard for Bid Item 430-1 in place as stipulated in the proposal. Such price shall include all labor, materials, equipment, tools and accomplishing all work in conformity with the plans and specifications.

SECTION 505 - CONCRETE STRUCTURES

Concrete shall conform to the requirements of Section 725 of MAG, and mix designs shall additionally meet the requirements of Chapter 5, Section 5.3 of ACI STANDARD 318-89. The Contractor shall submit mix designs and certifications of conformance with the above for the written approval of the Engineer.

DROP STRUCTURE

The work under this section shall consist of furnishing all labor, materials and equipment for the construction of the cast in place concrete drop structure and headwalls and flapgate in accordance with the plans and Section 505 of the Uniform Standard Specifications, except as modified herein.

The cast iron flapgate shall be a Waterman 30-inch model F-10f or approved equal. Concrete shall conform to Section 725 of the Uniform Standard Specifications. Class "A" Concrete, $f'c = 3,000$ psi, shall be used.

The reinforcing steel shall conform to Section 727 (Grade 60) of the Uniform Standard Specifications. The use of fly ash will not be permitted in all concrete mixes.

Measurement: The quantities of concrete structures will be those of the completed bid item, in place, within the limits of the dimensions shown on the plans including concrete, reinforcing steel, excavation, backfill, flapgate, and other miscellaneous items to complete the installation as shown on the plans. The Engineer will compute the quantities of concrete structures by a method which in his opinion is best suited to obtain an accurate determination.

Concrete structure shall be paid for at the lump sum price bid for Bid Item 505-1.

SOSSAMAN CHANNEL AND WEIR LINING

The work under this section shall consist of furnishing all labor, materials and equipment for the construction of all cast in place concrete channel and weir lining and cutoff walls in accordance with the plans and Section 505 of the Uniform Standard Specifications, except as modified herein and in the Structural Notes of sheet 2 of the plans.

No vehicular loads will be permitted on the concrete lining before the lapse of twenty-one (21) days from the date of the last pour of concrete unless approval is obtained in writing from the Engineer. In no case shall traffic be allowed until the specified concrete strength has been attained. The Contractor shall take special precautions to keep the area properly barricaded, lighted and marked to prevent automotive traffic from crossing the new concrete lining prior to the Engineer's approval.

Concrete shall conform to Section 725 of the Uniform Standard Specifications. Class "A" Concrete, $f'c = 3,000$ psi shall be used for channel lining.

The reinforcing steel shall conform to Section 727 (Grade 60) of the MAG Uniform Standard Specifications.

No separate payment shall be made for reinforcing steel. This item shall be paid for as part of Bid Item 505-2.

The joint sealant for expansion joints and all other joints where a sealant is required shall conform to ASTM D3406. The sealant used shall be CRAFCO Roadsaver Silicone Sealant or approved equal.

No Separate measurement or payment shall be made for joint sealant or its application. This item shall be paid for as part of Bid Item 505-2.

Measurement: The quantities of concrete channel and weir lining used will be those of the completed bid item, in place of exposed face of concrete excluding any cutoff walls. The Engineer will compute the quantities of concrete channel and weir lining by a method which in his opinion is best suited.

Sossaman channel and weir lining shall be paid for at the contract price bid per square yard of exposed face for Bid Item 505-2. Such payment shall be full compensation for furnishing all materials, labor, tools, equipment and accomplishing all work in conformity with the plans and specifications.

Sossaman Channel Cutoff walls shall be paid for at the contract bid price per linear foot for Bid Item 505-3. Such payment shall be full compensation for furnishing all, materials, labor, tools, equipment and accomplishing all work in conformity with the plans and specifications.

BASIN PERIMETER CHANNEL LINING

The work under this section shall consist of furnishing all labor, materials and equipment for the construction of the channel lining of the basin perimeter channel. If the Contractor opts to use poured concrete the work shall conform to Section 505 of the Uniform Standard Specifications. If the Contractor opts to use pneumatically placed mortar (shotcrete) the work shall conform to Section 525 of the Uniform Standard Specifications.

No vehicular loads will be permitted on the concrete lining before the lapse of twenty-one (21) days from the date of the last pour of concrete unless approval is obtained in writing from the Engineer. In no case shall traffic be allowed until the specified concrete strength has been attained. The Contractor shall take special precautions to keep the area properly barricaded, lighted and marked to prevent automotive traffic from crossing the new concrete lining prior to the Engineer's approval.

Concrete shall conform to Section 725 of the Uniform Standard Specifications. Class "A" Concrete, $f_c = 3,000$ psi shall be used for channel lining.

The reinforcing steel shall conform to Section 727 (Grade 60) of the MAG Uniform Standard Specifications.

No separate payment shall be made for reinforcing steel. This item shall be paid for as part of Bid Item 505-5.

The joint sealant for expansion joints and all other joints where a sealant is required shall conform to ASTM D3406. The sealant used shall be CRAFCO Roadsaver Silicone Sealant or approved equal.

No Separate measurement or payment shall be made for joint sealant or its application. This item shall be paid for as part of Bid Item 505-5.

Measurement: The quantities of channel lining used will be those of the completed bid item, in place of exposed face of concrete excluding any cutoff walls. The Engineer will compute the quantities of concrete channel and weir lining by a method which in his opinion is best suited.

Basin perimeter channel cutoff walls shall be paid for at the contract bid price per linear foot as part of Bid Item 505-4.

Basin perimeter channel lining shall be paid for at the contract price bid per square yard of exposed face for Bid Item 505-5. Such payment shall be full compensation for furnishing all materials, labor, tools, equipment and accomplishing all work in conformity with the plans and specifications.

HEADWALLS AND FLAPGATE

The work under this section shall conform to Section 505 of the Uniform Standard Specification except as modified herein. This work shall include the construction of an inlet headwall and trash rack installed at the location and elevation shown in the plans. This work shall also consist of the construction of an outlet headwall and flapgate installed at the location and elevation as shown in the plans. The outlet headwall shall be per MAG Standard Drawing 501-3 except as modified in the plans. The flapgate shall be installed per the manufacturers instructions and specifications and shall be a WATERMAN 30 IN MODEL F-10f or APPROVED EQUAL.

Measurement: The quantities of pipe headwalls and flapgates will be those of the completed bid item, in place each.

Inlet headwalls shall be paid for at the contract bid price per each for Bid Item 505-6. Such payment shall be full compensation for constructing the headwall with trash rack and furnishing all materials, labor, tools, equipment and accomplishing all work in conformity with the plans and specifications.

Outlet headwalls and 30" flapgates shall be paid for at the contract bid price per lump sum for Bid Item 505-7. Such payment shall be full compensation for constructing the headwall with flapgate and furnishing all materials, labor, tools, equipment and accomplishing all work in conformity with the plans and specifications.

SECTION 610 - WATER LINE CONSTRUCTION

Water line construction shall conform to Section 610 of the Uniform Standard Specifications except as modified herein. The work consists of furnishing and installing the ductile iron pipe and all the fittings and hardware at the locations and to the grades indicated on the plans. Trenching, excavation, filling, backfill, compaction, connection to existing water lines, installation of new waterlines, valves, air release valve assemblies, restrained joints, thrust blocks, location and protection of existing utilities, installation of all other fittings and welds.

All materials and construction methods shall be in accordance with Section 610 of the Uniform Standards Specifications except as modified herein.

Measurement: The quantities of water line installation, valves, connection to existing lines and air release valve assemblies will be those of the completed bid item, in place.

Payment for water line installation shall be made at the contract price bid per linear foot for Bid Item 610-1. Such payment shall be full compensation for furnishing and installing the 8" ductile iron pipe waterline and fittings, complete in place, and shall include all costs of labor, excavation, removal of obstructions, shoring and bracing, bedding, backfilling, compaction and all other work not specifically covered that is incidental.

Payment for 8" valves, valve boxed and covers shall be made at the contract price bid per each for Bid Item 610-2. Such payment shall be full compensation for furnishing and installing the 8" valve boxes and covers, complete in place, and shall include all costs of labor, excavation, removal of obstructions, shoring and bracing, bedding, backfilling, compaction and all other work not specifically covered that is incidental.

Payment for connection to existing 8" water line shall be made at the contract price bid per each for Bid Item 610-3. Such payment shall be full compensation for furnishing and installing the connections to existing 8" ductile iron pipe waterline complete in place, and shall include all fittings and hardware and the costs of labor, excavation, removal of obstructions, shoring and bracing, bedding, backfilling, compaction and all other work not specifically covered that is incidental.

Payment for air release valve assembly installation shall be made at the contract price bid per each for Bid Item 610-4. Such payment shall be full compensation for furnishing and installing the 3/4" air release valve assembly, complete in place, and shall include all fittings and hardware and costs of labor, excavation, removal of obstructions, shoring and bracing, bedding, backfilling, compaction and all other work not specifically covered that is incidental.

WATERLINE CASING

Construction Requirements: 22-inch steel casing installation under the new Sossaman Channel:

The steel casing shall be installed to the grades shown on the plans. The 8-inch waterline shall be installed in the steel casing pipe as detailed on the plans. The new 22-inch steel casing pipe shall be installed by the open cut method under the new Sossaman Channel as detailed on the plans and in accordance with these specifications.

In the performance of the work, the Contractor shall safeguard traffic and improvements which might be endangered by the casing installations.

The casing shall consist of welded steel pipe (ASTM A-283, Grade C). Shop and field joints shall be butt welded. Fabrication and welding shall be in accordance with AWWA C-200. Weld or hydrostatic testing shall not be required.

A minimum of three weeks prior to commencing work, the Contractor shall submit for review and approval, detailed shop drawings of the plain steel casing that is to be placed by open cut method. The drawings shall show the material, method of fabrication, type of reinforcement, and detail of field joints.

If the Contractor desires to use alternate method for the metal strap and redwood skid installation, he shall submit the details of the proposed method with the shop drawing submittal to the Engineer for review.

The Contractor shall be responsible for maintaining the specified line and grade without encroachment on the specified minimum annular space between the casing and the carrier pipe, and for preventing settlement of overlying structures. The tolerances allowed for the alignment and grade of carrier pipe shall be the same as for sewer pipe installations.

Steel casing installation by open trench method: The new casing pipe shall be installed by open cut method in accordance with MAG 601.

Measurement: The quantities of waterline casing used will be those of the completed bid item, in place, within the limits of dimensions shown on the plans. The Engineer will compute the quantities of waterline casing by a method which in his opinion is best suited to obtain an accurate determination.

Payment for steel casing installation shall be made at the contract price bid per linear foot for Bid Item 610-5. Such payment shall be full compensation for furnishing and installing the 22-inch casing pipe, the steel straps, the redwood blocking, plates, neoprene seals, all other hardware, appurtenances and fittings, end plugs, welding, and all other materials, labor, equipment, forming and incidentals necessary for a complete installation as shown on the plans and described herein.

SECTION 618 - STORM DRAIN CONSTRUCTION WITH CONCRETE PIPE

The work under this section shall conform to Section 618 of the Uniform Standard Specifications except as modified herein. The work consists of furnishing and installing reinforced concrete pipe at the locations and to the grades indicated on the plans.

All installed pipe shall conform to ASTM C-76, Class III (Rubber Gasket) conforming to the requirements of Section 735 and 765 of the Uniform Standard Specifications. The basis of pipe acceptance shall be in accordance with the methods described in ASTM Standard C-76, Section 5.1.1.

Measurement: The quantities of the storm drain construction with concrete pipe used will be those of the completed bid item, in place, within the limits of dimensions shown on the plans. The Engineer will compute the quantities of storm drain construction with concrete pipe by a method which in his opinion is best suited to obtain an accurate determination.

Payment shall be made at the unit bid price per linear foot for Bid Item 618-1. Such payment shall be compensation in full for furnishing and installing the pipe complete in place, and shall include all costs of excavation, removal of obstruction, shoring and bracing, bedding, backfilling, compaction and all other work not specifically covered that is incidental.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 94-10

SUPPLEMENTARY GENERAL CONDITIONS

SPECIFICATIONS:

Except as otherwise amended by these Supplementary General Conditions and the Construction Special Provisions, construction of this project shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision.

PRECEDENCE OF CONTRACT DOCUMENTS

In case of a discrepancy or conflict, Project Plans will govern over the MAG Standard Specifications and Details. The Supplementary General Conditions and Construction Special Provisions will govern over the MAG Standard Specifications and Details and the Project Plans, and Change Orders will govern over the Supplementary General Conditions, Construction Special Provisions, MAG Standard Specifications and Details, and Project Plans.

Subsection 101.2 - Definitions and Terms:

1. Change the definition of the phrase "Board of Supervisors" to being the Board of Directors acting under the authority of the laws of the State of Arizona and in their capacity of the Board of Directors of the Flood Control District of Maricopa County.
2. Change the definition of the phrase "Budget Project" to being a project financed by funds set aside in the annual budget or otherwise approved by the Flood Control District of Maricopa County Board of Directors.
3. Add to the definition of the phrase "Contract Documents", the phrase "Supplementary General Conditions".
4. Change the definition of the term "Engineer" to being the person appointed by the Flood Control District of Maricopa County Board of Directors to the office of Chief Engineer and General Manager of the Flood Control District of Maricopa County acting directly or through its authorized representative, the Chief of the Flood Control District of Maricopa County Construction and Operations Division.
5. Change the definition for the phrase "Notice of Award" to a letter from the Flood Control District of Maricopa County advising Contractor that it is the successful bidder and the Flood Control District of Maricopa County has accepted its proposal.
6. Change the definition of the term "Owner" to the Flood Control District of Maricopa County, acting through its legally constituted officials, officers, or employees.
7. Add the definition for Maricopa County Minority Business Office (MBO); the office responsible for administering the Maricopa County Minority and Women Owned Business Enterprise Program.
8. Add the definition for the Maricopa County Minority and Women Owned Business Enterprise Program as being the Program adopted by the Board of Supervisors effective January 1, 1992.

Subsection 102.5 - Preparation of Proposal: Add the following:
Proposals, including the Bidding Schedule, must be legibly written in ink or typed.

It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addenda have been issued by the Flood Control District. This may be accomplished by calling 602-506-1501. Any addendum issued, if not already bound into the Special Provisions, **must be attached and included as part of the Specifications** and any quantities on the Bidding Schedule requiring change shall be adjusted to the new figure by pen and ink. **Bids which do not have appropriate addenda attached and show appropriate changes to the Bidding Schedule, and receipt of addenda acknowledged in the Proposal shall be invalid.**

The bidder's Arizona State Contractor's License number and the classification under which it proposes to perform the work shall be shown on the proposal. An **A General Engineering License** is required for this contract. The two lowest bidders may be required to provide certification of prior satisfactory completion for similar construction and to furnish a copy of their license and the renewal certificate.

Subsection 102.6 - Subcontractors' List: Add the following:
A list of subcontractors to be employed on the project shall be submitted with the bid, on the form provided in the Proposal. No change of the subcontractors named therein will be made unless first approved in writing by Owner.

Subsection 102.7 - Irregular Proposals: Add the following :

(F) If bidder fails to complete and submit the Maricopa County Minority and Women-Owned Business Enterprises Assurances Affidavit, the bid will be considered nonresponsive and rejected.

(G) If bidder fails to acknowledge AND attach any addendum issued, if addendum is not already bound into the Specifications, the bid will be considered nonresponsive and rejected.

(H) If bidder fails to utilize Owner's bond forms, the bid will be considered nonresponsive and rejected.

(I) If bidder fails to return the entire specifications document, the bid will be considered nonresponsive and rejected.

Subsection 103.6 - Contractor's Insurance: Add the following:
A statement from bidder's insurance carrier shall be included in the proposal certifying that it will furnish the specified kind and amounts of insurance to the bidder if it is awarded the contract. As required by law, the statement will be from an insurance carrier or carriers authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona. Concurrently with the execution of the contract, Contractor shall furnish a Certificate of Insurance using the included Certificate or one of equal wording, that names the additional insureds as set out in the Certificate. The Certificate shall also name the additional insureds as Certificate Holders. The types of insurance and the limits of liability shall be as indicated on the included form.

Subsection 103.6.1(D) - Contractor's Insurance: Add the following:
Include additional insureds as indicated on the included Certificate of Insurance.

Subsection 103.6.2 - Indemnification of the Contracting Agency Against Liability: Add the following:
Additionally, Contractor shall execute the Indemnification on Page 30 of 30 of the Contract Documents.

Subsection 104.1 - Work to be Done: Add the following sentence to 104.1.1:

All water for construction purposes, drinking water, lighting, temporary electric power, heat and telephone service shall be arranged and provided for as per requirements of the work by Contractor at his expense.

105.1 - Authority of Engineer: Add the following:

105.1.1 - Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subsections 105.3.1 and 106.4. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitutes proposed or submitted by Contractor pursuant to subparagraphs 105.3.1 and 106.4(B) and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the project) occasioned thereby. Whether or not Engineer accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each such proposed substitute item.

105.3 - Conformity with Plans and Specifications: Add the following :

105.3.1 - Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in subparagraph 106.4(B).

Subsection 105.6 - Cooperation with Utilities: Add the following:

An attempt has been made to determine the location of all underground utilities and drainage pipes, culverts, and structures; however, it shall be Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation(s) may be adjusted. Should Contractor's operations result in damage to any utility the location of which has been brought to its attention, he shall assume full responsibility for such damage. Contractor shall contact Arizona Blue Stake (telephone number 263-1100) a minimum of two (2) working days before beginning any underground work. In addition, Blue Stake notification(s) shall be maintained on a current basis.

The following phone numbers should put Contractor in contact with the proper personnel:

Flood Control District.....	506-1501
US West Communications.....	831-4647
Roosevelt Water Conservation District.....	963-3414
Location Staking (A.P.S. , U.S. West, S.R.P.).....	263-1100
Maricopa County Department of Transportation.....	506-8600

Subsection 105.8 - Construction Stakes, Lines, and Grades: Add the following:

- A. Engineer will furnish the project survey control line together with a Bench Mark which the construction contractor will use to set line and grade for all construction. All other surveying required for the project shall be the contractor's responsibility. Engineer will not set any construction stakes.
- B. Before any construction work is started, Engineer shall perform all base surveys and cross sections of existing conditions that may be required as a basis for quantity determination.

Subsection 106.1 - Source of Materials and Quality: Add the following:

Select Material, Aggregate Base, Mineral Aggregate, concrete, steel products and pipe shall be obtained from commercial sources. Contractor shall pay all royalties, or any other charges or expenses, incurred in connection with the securing and hauling of the material. Contractor will be required to furnish Engineer with a list of its proposed commercial sources prior to use, and shall present certificates stating that the material produced from any commercial sources is in accordance with the Uniform Standard Specifications and these Supplementary General Conditions.

Subsection 106.4 - Trade Names and Substitutions: Replace with the following:

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quantity required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be accepted by Engineer under the following circumstances:

A) "Or-Equal": If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

B) Substitute Items: If in Engineer's sole discretion an item does not qualify as an "or-equal" item under subparagraph 106.4 (A), it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by Engineer will include the following and may be supplemented in the Special Provisions and as Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

C) Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

Subsection 107.1 - Laws to be Observed: Add the following Paragraph (G):

(G) Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5). Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including CFR Parts 35 and 36.

Subsection 107.2 - Permits: Replace with the following:

Contractor shall obtain all permits and licenses, pay all charges, fees, taxes, and provide all notices necessary and incidental to the due and lawful prosecution of the work.

Subsection 107.2 - Permits: Add the following:

107.2.1 - NPDES Permit Requirements:

- A. This project is subject to the National Pollutant Discharge Elimination System (NPDES) Stormwater requirements for construction sites under the Environmental Protection Agency (EPA) General Permit for Arizona. Under provisions of that permit, the contractor shall be designated as permittee, and shall take all necessary measures to assure compliance with the NPDES General Permit for Arizona as well as all other applicable Federal, State and local laws, ordinances, statutes, rules and regulations pertaining to stormwater discharge. As the permittee, the contractor is responsible for preparing, in a manner acceptable to the EPA, all documents required by this regulation, including but not necessarily limited to:
1. Stormwater Pollution Prevention Plan (SWPPP) for the project, including certification of compliance form. Contractor shall be required to develop, implement, update and revise the SWPPP, as necessary, in order to assure compliance with the EPA permit requirements. The SWPPP shall be retained on the project site at all times during construction.
 2. Notice of Intent (NOI) to assure compliance with the NPDES General Permit for Arizona, including certification of signatures.
 3. Notice of Termination (NOT) of coverage under NPDES General Permit for Arizona.
- B. Preliminary copies of the NOI and the SWPPP shall be submitted to Owner during the preconstruction meeting and shall be subject to review by Owner prior to implementation.
- C. Contractor shall submit the completed and duly signed NOI forms no later than forty-eight (48) hours prior to the initial start of construction on the project to the following agencies:

EPA Stormwater Notice of Intent
P.O. Box 1215
Newington, VA 22122

A copy of the completed NOI form shall be submitted to the following:

Stormwater Coordinator
Arizona Department of Environmental Quality
P.O. Box 600
Phoenix, AZ 85001-0600

Failure by the contractor (or subcontractors of any tier) to submit NOI's within the mandated time frame shall result in delay of the construction start date, and no claim for extension of time will be granted for such delay. A copy of the completed NOI shall be posted at the construction site.

- D. Inspections of all stormwater pollution control devices on the project shall be performed by Contractor on a monthly basis and following each rainfall of 0.50 inches or more in a 24-hour period at the project site as required under provisions of the NPDES General Permit for Arizona. Contractor shall prepare reports on such inspections and retain the reports for a period of three years following the completion of the project. Inspection reports shall be submitted monthly to Owner along with progress payment requests. Additionally, contractor shall maintain all stormwater pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.
- E. Contractor warrants that its employees and subcontractors of any tier and their employees shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations set forth by all federal, state and local governments and the Environmental Protection Agency in connection with NPDES Permitting requirements and laws and regulations pertaining to air, groundwater and surface water quality.
- Fines and penalties imposed by the EPA against Owner or the contractor, for contractor's failure to comply with any of the requirements of NPDES General Permit of Arizona, shall be borne by the contractor.
- F. Upon project completion, acceptance and demobilization, contractor shall submit its completed, duly executed NOT form to the EPA, with a copy to the Arizona Department of Environmental Quality (and the appropriate municipality), at the address listed in Section (B) above, thereby terminating all NPDES permit coverage for the project. Contractor shall then surrender to Owner copies of the SWPPP, inspection information and all other documents prepared and maintained by the contractor in compliance of the NPDES General Permit. Contractor shall retain the originals of such documents for a period of three (3) years following the completion of the project.
- G. The Lump Sum price for the SWPPP shall include all material, labor, and all other costs relating to the preparation, installation and maintenance of the SWPPP during project construction, including assuring proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. The Lump Sum price for the SWPPP shall be inclusive of all costs, and no additional claims shall be made by Contractor under any other specification provision of these documents, including Change Conditions. Payment for this bid item shall be upon final completion and acceptance of the project, as per Section 109.1.
- H. Copies of all required forms and guidance for preparing the SWPPP are available in the "Drainage Design Manual for Maricopa County, Volume III Erosion Control". The manual is available at the Flood Control District, 2801 West Durango Street, Phoenix, Arizona 85009.

Subsection 107.5: Add the following:

The entire construction site shall be considered a "Hard Hat Area" and all personnel in the area will be required to wear a hard hat.

Subsection 107.5.2 - Compliance with the Arizona Communication Standard: Add the following:

Owner will provide Contractor with Material Safety Data Sheets (MSDS) for any products known to exist on the site that are deemed health hazards. Contractor will provide a copy of Owner-provided MSDS to all subcontractors.

Contractor will provide Owner and all subcontractors with MSDS for any products that have or are deemed health hazards that will be brought onto the site or created on the site by either Contractor or by any subcontractors.

Contractor will provide Owner with a statement certifying that all personnel (Contractor and subcontractor) employed by Contractor or by a subcontractor on the job site have received the required Hazard Communication Standard training.

Subsection 107.10 - Contractor's Responsibility for Work: Add the following:

Contractor is advised that the work will be subject to flows of water of varying amounts. Owner assumes no responsibility for notifying Contractor of any anticipated flows, nor for any damages incurred by Contractor to its equipment or to any of the Contractor's work as a result of any flows of water.

Subsection 108.1 - Notice to Proceed: Delete Paragraph (A) and replace with the following:

(A) Contractor shall commence work within seven (7) calendar days after the date of the Notice to Proceed and complete all work within one hundred eighty (180) calendar days beginning the day following the effective date specified in the Notice to Proceed.

Subsection 108.2 - Subletting of Contract: Add the following:

For this project, Contractor shall perform, with its own organization, work amounting to 50 percent or more of the total contract cost.

Subsection 108.4 - Contractor's Construction Schedule: Delete in its entirety and replace with the following:

Contractor shall submit a proposed work progress schedule to Engineer for review before starting work. Weekly updates shall be submitted to Owner's Inspector at the weekly coordination meeting.

Subsection 108.5 - Limitation of Operations: Add the following:

Should Contractor elect to perform any work after regular working hours, on weekends, or legal holidays, "with or without written approval of Engineer", any charges incurred by Owner for inspection of the work, surveys or tests of materials will be deducted from monies due or to become due to Contractor.

Subsection 108.9 - Failure to Complete on Time: Add the following:

The actual cost per calendar day incurred by Owner for Consultant Administrative and Inspection Services on this project will be added to the daily charges as indicated by TABLE 108, LIQUIDATED DAMAGES, and will be deducted from monies due or to become due to Contractor for each and every calendar day that work shall remain incomplete after the time specified for the completion of the work in the proposal, or as adjusted by Engineer. Nothing contained in this provision shall prohibit Owner from deducting from monies due or to become due to Contractor for any other costs incurred by Owner directly attributable to the delay in completing this contract.

Subsection 109.2 - Scope of Payment: Add the following:

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

Subsection 109.7 - Payment for Bond Issue and Budget Projects: Add the following.

(C) Contractor's pay estimates will be initially processed by Owners's Construction and Operations Division on a Tuesday, Tuesdays being the only day Contractor may submit a pay estimate.