

#13

CONSTRUCTION SPECIFICATIONS

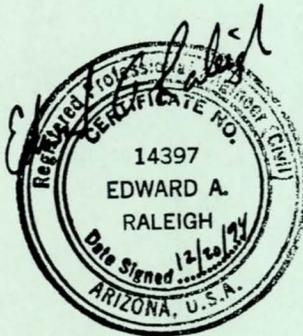
FOR

CONTRACT FCD 93-52
CACTUS ROAD DRAIN, PHASE I

Prepared by:

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

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



(Engineer's Seal)

Recommended by: Edward A. Raleigh Date: 12/20/94
Edward A. Raleigh, P.E., Chief
Engineering Division

Issued for Public Bidding by: D. E. Sagramoso Date: 12/21/94
D. E. Sagramoso, P.E.
Interim 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 THERETO.

A450.503

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 93-52

Cactus Road Drain, Phase I

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(Area to left reserved for Engineer's Seal)

ATTENTION

ALL PROSPECTIVE BIDDERS

A.R.S. Section 34-201 now requires that construction bid proposals be accompanied by a certified check, cashiers 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

INVITATION FOR BID

BID OPENING DATE: January 26, 1995

LOCATION: This project is located on Cactus Road and 83rd Avenue west to the Agua Fria Freeway.

PROPOSED WORK: The proposed work consists of installation of a regional storm drain approximately 1.5 miles in length.

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 the 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 or 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 two hundred ten (210) calendar days after date of Notice to Proceed, subject to restrictions presented in the Supplementary General Conditions.

MBE/WBE PARTICIPATION:

For this contract, a goal of five (5%) 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 January 18, 1994 at 1:00 p.m. in the Flood Control District New River/Harguahala Conference Room, 2801 West Durango Street, Phoenix, Arizona. 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 the Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona 85009 upon payment of \$25.00 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 \$32.50 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
6,487	LF	120" RCP
2,652	Ton	Paving
1,000	FT	15"-30" Connector & Drain Pipes

PROPOSAL

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

Gentlemen:

The following Proposal is made for Cactus Road Drain, Phase I, FCD 93-52, 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 the Proposal, have been carefully examined and also that the site 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 two hundred ten (210) calendar days, subject to restrictions presented in the Supplementary General Conditions, 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 _____

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

BIDDING SCHEDULE

PROJECT: Cactus Road Drain, Phase I

CONTRACT: FCD 93-52

ITEM NO	DESCRIPTION	Unit	Approx QTY	UNIT COST (IN WRITING) AND/100 DOLLARS	UNIT COST NUMBERS	EXTENDED AMOUNT
220-1	Rip Rap for 28" x 20" Arch CMP & "N" Basins	CY	43			
310-1	12" Aggregate Base	Tons	8,170			
315-1	Bituminous Prime Coat	Tons	9			
321-1	2-1/2" (C3/4") AC Pavement	Tons	1,614			
321-2	C3/4" AC Thickened Edge	Tons	70			
321-3	1-1/2" (D1/2") AC Pavement Surface Course	Tons	968			
329-1	Tack Coat	Tons	6			
350-1	Miscellaneous Removals	LS	1			
401-1	Traffic Control Devices	LS	1			
401-2	Off Duty Police Officer	HR	166	EIGHTEEN AND NO/100	18.00	2,988.00
405-1	Remove & Replace Survey Markers	EA	3			
505-1	Structural Concrete Special Box Structure	CY	62			
505-2	Concrete CB, M1, L=6', PHX DET. P-1569	EA	1			
505-3	Concrete CB, M1, L=10', PHX DET. P-1569	EA	7			
505-4	Concrete CB, M1, L=17', PHX DET. P-1569	EA	5			
505-5	Concrete CB, M2, L=17', PHX DET. P-1569	EA	3			
505-6	Concrete CB, Type N, Single, PHX DET. P-1570	EA	11			
505-7	Concrete CB, Type N, Double, PHX DET. P-1570	EA	1			
505-8	Concrete CB, Type N, Triple, PHX DET. P-1570	EA	1			

BIDDING SCHEDULE

PROJECT: Cactus Road Drain, Phase I

CONTRACT: FCD 93-52

ITEM NO	DESCRIPTION	Unit	Approx QTY	UNIT COST(IN WRITING) AND/100 DOLLARS	UNIT COST NUMBERS	EXTENDED AMOUNT
505-9	Concrete Headwalls	CY	7			
610-1	Relocate Water Mains	EA	5			
610-2	Waterline Encasements	EA	10			
610-3	12" Dip Removal	LF	124			
610-4	12" Dia Fitting & Valve Removal	LS	1			
610-5	12" Dlp	LF	124			
615-1	8" VCP Sanitary Sewer	LF	34			
618-1	24" Dia RCP Storm Drain	LF	60			
618-2	30" Dia RCP Storm Drain	LF	32			
618-3	36" Dia RCP Storm Drain	LF	85			
618-5	120" Dia RCP Storm Drain	LF	6,487			
618-6	15" Dia RCP Catch Basin Conn Pipe	LF	559			
618-7	18" Dia RCP Catch Basin Conn Pipe	LF	75			
618-8	24" Dia RCP Catch Basin Conn Pipe	LF	229			
618-9	30" Dia RCP Catch Basin Conn Pipe	LF	21			
618-10	120" x 120" x 15" Tee	EA	19			
618-11	120" x 120" x 24" Tee	EA	6			
618-12	120" x 120" x 30" Tee	EA	1			
618-13	120" x 120" x 36" Tee	EA	1			
618-15	120" x 120" x 15" x15" Cross	EA	2			
618-16	120" x 120" x 24" x 15" Cross	EA	1			

BIDDING SCHEDULE

PROJECT: Cactus Road Drain, Phase I

CONTRACT: FCD 93-52

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-93-52, Cactus Road Drain, Phase I.

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 Certificate 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

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

STATE OF ARIZONA)
)SS
County of Maricopa)

_____ being first duly sworn, deposes and says:
That he/she is _____ of _____ bidding
on Contract FCD 93-52 for the Cactus Road Drain, Phase I, in the
County of Maricopa, State of Arizona.

That, in connection with the above-mentioned project, neither he/she,
nor anyone associated with the aforesaid business, has, directly or
indirectly, participated in any collusion, entered into any contract,
combination, conspiracy or other act in restraint of trade or commerce
in violation of the provisions of A.R.S. Section 34-251, Article 4, as
amended.

(Signature of Affiant)

Subscribed and sworn to before me this _____ day of _____, 1994.

(Notary Public)

My Commission Expires

CERTIFICATION OF LICENSE

Pursuant to A.R.S. Section 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. Section 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 name(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. SECTION 13-2704.

Signature of Licensee

Date: _____

Company: _____

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

A. The following conditions will apply in the calculations of the percentage attainment:

1. All M/WBE firms used in attainment of the goal must be certified with the Maricopa County Minority Business Office (MBO). The MBO is located at 2901 West Durango Street, Phoenix, Arizona 85009, 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 M/WBE amount to be applied to the goal will be based on that portion (dollar value) of the contract that the M/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 M/WBE participation will be credited as 10 percent.
3. Prime Minority Contractor:
An M/WBE prime contractor will be credited with the M/WBE participation for that portion of the contract which they themselves perform plus that portion subcontracted to other M/WBE firms. For example, if an M/WBE prime contractor proposes to perform 50 percent of a project quoted as \$1,000,000 and subcontracts 25 percent to an MBE firm and 25 percent to a non-M/WBE firm, M/WBE participation will be credited as 75 percent, or \$750,000.
4. Minority-Non Minority Joint Venture:
A joint venture consisting of M/WBE participation and non-M/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 M/WBE firm. For example, if a M/WBE and non-M/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 M/WBE partner in the joint venture, M/WBE participation will be credited at 25 percent or \$250,000.
5. Lower Tier Non-M/WBE Participation:
M/WBE subcontractors proposing to further subcontract to non-M/WBE contractors shall not have that portion of subcontracting activity considered when determining the percentage of M/WBE participation.
6. M/WBE Suppliers:
Any M/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 M/WBE participation.

7. M/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 "M/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 M/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 M/WBE participation by M/WBE firm name and the relative dollar value of the M/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 M/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 2901 West Durango Street, Phoenix, Arizona. 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 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 Office 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 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 93-52.

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 OR 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 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, 2901 West Durango Street, Phoenix, Arizona 85009, 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__.

Notary Public

My Commission Expires: _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PROGRAM
ACTUAL MBE/WBE PARTICIPATION AFFIDAVIT
 (NOTE: COMPLETED AFFIDAVIT MUST BE SUBMITTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE BID OPENING).

 Name of Contractor

Project/Contract Number FCD 93-52
 Contract M/WBE Goal: _____ %

Total Amount of Contract _____

 Contact Person

 Street No.

 City State Zip

<u>Minority/Women Owned Firm</u>	<u>Principal</u>	<u>Address</u>	<u>Type of Work</u>	<u>Proposed Contract Percentage</u>

TOTALS (Dollars/Percentage) _____

The undersigned has entered into a formal agreement with the MBE/WBE subconsultants/subcontractors /suppliers listed above, in the execution of this contract with Maricopa County.

 Signature

 Title

 Date

STATE OF ARIZONA }
 }ss
 County of Maricopa }

Subscribed and sworn to before me this _____ day of _____ 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: Cactus Road Drain, Phase I
Contract Number: FCD 93-52
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, %: _____
Total Cumulative MBE/WBE: _____

Participation on This Contract, %: 5%
MBE/WBE subcontract payment made
during this reporting period (yes or no): _____

Copy to: Minority Business Office
2901 West Durango Street
Phoenix, Arizona 85009

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 93-52, 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. Section 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. Section 34-221.

ARTICLE V - TERMINATION: The OWNER hereby gives notice that pursuant to A.R.S. Section 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

FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY PARTY OF
THE SECOND PART

By: _____
Signature

By: _____
Chairman, Board of Directors

Title: _____

Date: _____

ATTEST:

Tax Identification Number

Clerk of the Board

RECOMMENDED BY:

Interim 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: _____
District, General Counsel

Date: _____

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

WHEREAS, the Principal has entered into a certain written contract with the Flood Control District of Maricopa County, dated the _____ day of _____, 1994 for Contract FCD 93-52 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all 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 the 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: _____

Title: _____

Agency of Record, State of Arizona

Agency Address

BOND NUMBER: _____

Surety Seal

By: _____

Title: _____

ATTACH SURETY POWER OF ATTORNEY

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

WHEREAS, the Principal has entered into a certain written contract with the Flood Control District of Maricopa County, dated the _____ day of _____, 1994, for Contract FCD 93-52, 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 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.

Agency of Record, State of Arizona

Agency Address

Principal Seal

By: _____
Title: _____

Surety Seal

BOND NUMBER: _____

By: _____

ATTACH SURETY POWER OF ATTORNEY

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 CERTIFICATE OF INSURANCE

CONTRACT FCD **93-52**

PROJECT TITLE **Cactus Road Drain, Phase I**

NAME AND ADDRESS OF INSURANCE AGENCY	INSURANCE COMPANIES AFFORDING COVERAGES	
	Company Letter	A
	Company Letter	B
	Company Letter	C
	Company Letter	D
	Company Letter	E
	Company Letter	F
NAME AND ADDRESS OF INSURED	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	\$5,000 Single 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, add Maricopa County and the City of Peoria 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 on those types of policies described herein which are required to be furnished by this contract entered into between the insured and the Flood Control District. To the extent provided in this contract, insured shall hold harmless the Flood Control District of Maricopa County from liability arising out of any services provided or duty performed by insured as required by statute, law, purchase order or otherwise required, with the exception of liability for loss or damage resulting from the sole negligence of Flood Control District, its agents, employees or indemnities. 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 affect 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

Drafting\Forms\FormBB SRN

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 of Peoria, 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, with the exception of liability for loss resulting from the sole negligence of the Flood Control District, its agents, employees, or indemnities.

The Flood Control District of Maricopa County, Mariopa County and the City of Peoria 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 sole negligence of the Flood Control District of Maricopa County, Maricopa County, and the City of Peoria.

The above cost of damages incurred by the Flood Control District of Maricopa County, Maricopa County, and the City of Peoria 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 93-52

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.

SECTION 100 - General:

Add the following:

Construction contract specifications for all portions of this project shall conform to the requirements of the Uniform Standard Specifications for Public Works Construction and the City of Phoenix Supplement (1994), sponsored and distributed by the Maricopa Association of Governments (Latest Edition), except as noted, including Revisions and Corrections. In specific cases where the City of Phoenix Supplement is specified in the plans, they shall supersede the Maricopa Association of Governments Uniform Standard Specifications.

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 it's 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 District.

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 District'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 insured as set out in the Certificate. The Certificate shall also name the additional insured 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 insured 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 32 of 32 of the Contract Documents.

SECTION 104 - Scope of Work:

Add the following:

This project is located on Cactus Road from 83rd Avenue to the Agua Fria Outer Loop as depicted on Sheet 1 of the plans. Approximately 1.5 miles of storm drain varying in size from 114 to 120-inch is to be installed as shown in the plans. In addition, 28 catch basins or headwalls are to be installed and connected to the new storm drain and approximately 3200 feet of paved road is to be completely removed and replaced. Assorted utilities will be relocated as shown on the plans and in accordance with MAG Standard Specifications.

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. District 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 District for work on the project) occasioned thereby. Whether or not Engineer accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse District 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 Contractor is to protect in place any utilities which are not designated as "to be relocated by others."

At numerous locations utility lines will need to be supported across the storm drain trench. The contractor is to coordinate with the utility owner for the support of these lines, and shall pay to the utility owner all applicable fees for bracing or support.

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

Southwest Gas.....	484-5294
Flood Control District.....	506-1501
US West Communications.....	395-2317
Salt River Project: Electrical.....	236-5900
Irrigation.....	236-4648
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
Arizona Public Service.....	371-6954
City of Peoria.....	412-7212

Electrical Service

Arizona Public Service's (APS) electrical service area is on the south side of Cactus Road, from 75th Avenue to 91st Avenue. The rest of the project is within the SRP electrical service area.

For power pole bracing, contact the power company 5 working days in advance. All fees for pole bracing are to be paid by the contractor.

The APS electrical duct bank which parallels the storm drain trunkline between station 73+00 and 75+00 is to be protected in place by the contractor. APS reserves the right to make a field determination of the adequacy of the shoring.

Salt River Project (SRP) Irrigation

This project includes work on and adjacent to Salt River Project (SRP) irrigation facilities. SRP will require the contractor to execute a Construction Clearance Agreement (CCA) for work on and adjacent to their system. A copy of a blank CCA is available for review in the District's Contracting Branch located at 2801 West Durango Street, Phoenix, Arizona. This agreement must be executed before SRP will issue a construction clearance. The contractor for this project shall be responsible to execute this agreement. If the work on the SRP irrigation system will be done by a subcontractor, both the prime contractor and the subcontractor shall sign the agreement with SRP. A copy of the fully executed agreement shall be delivered to the project inspector prior to the start of work on SRP facilities. The inspector shall also receive copies of any revisions to the agreement that may become necessary during the course of the project construction.

FCD wishes to emphasize item 4 of the terms and conditions of the CCA. Dry-up of SRP facilities is at the sole discretion of the Water Master. Dry-up's may take several weeks to schedule and may be impractical due to seasonal demands.

At numerous locations the contractor is to construct catch basins and connector pipes adjacent to SRP irrigation pipes ranging in size from 15" to 48". Many of these pipes are fragile cast in place pipe, and the contractor is cautioned to use care when working around them. If the contractor's operations disturb the surrounding soil around the pipe, the contractor is to replace the affected pipe with RGRCP and connect it to the original pipe using a concrete collar. A minimum of two full lengths of RGRCP shall be used. This is because the surrounding soil provides part of the structural integrity of cast in place pipe. The contractor should plan on replacing existing irrigation pipes with RGRCP where they come in close proximity to the catch basins. The contractor is to make minor deflections to the pipe as necessary to fit the proposed catch basins. This work shall be considered incidental to related bid items.

SP
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At station 21+46, the contractor is to protect the existing headwall and 24" irrigation pipe in place. If necessary, the contractor may make arrangements with SRP to temporarily take this line out of service, providing SRP approves and the contractor makes provisions for the diversion and control of irrigation and storm water.

Southwest Gas Corporation (SWG)

SWG pipes which cross trenches more than 3 feet wide must be supported in a manner where the supporting material does not damage the pipe or its protective wrapping. All pipe support designs are to be approved by SWG.

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 District 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 107.2.1 - Permits:

Add the following:

107.2.1 - NPDES Permit Requirements

A. This project is subject to the National Pollutant Discharge Elimination System (NPDES) Storm water 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 storm water 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. Storm water 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 District during the preconstruction meeting and shall be subject to review by District 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 Storm water Notice of Intent
P.O. Box 1215
Newington, VA 22122

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

Bob Darr
City Engineer
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

Storm water 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 storm water 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 District along with progress payment requests. Additionally, contractor shall maintain all storm water 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 District 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 District 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 107.2.2 - Hauling and Grading Permit

When the quantity of fill or excavation to be hauled exceeds 10,000 cubic yards, or when the duration of the haul is for more than 20 working days (i.e., Monday through Friday, inclusive), it shall be unlawful to haul, or cause to be hauled, fill or excavation, by truck, except upon the issuance of a haul route and grading permit by the District for such conditions as may reasonably be necessary to prevent creation of a nuisance or hazard to the public. The contact person with the City of Peoria is Mr. Larry Fudurich. Such conditions may include, but not be limited to:

1. Designation of specific routes to be used.
2. Designation of specific locations and times of day access will be made to and from public right-of-way.

3. Provision for safety precautions, such as the use of barricades, warning or traffic signs, flagmen, or police officers for traffic control.
4. Payment of a cash bond in the amount of five hundred dollars (\$500) in order to secure the cost of the removal of any spillage of fill or excavation and the cleaning of the right-of-way by the City, such bond to be returned to the applicant if no spillage occurs or if any spillage is removed and the right-of-way cleaned by the applicant to the satisfaction of the City Engineer.
5. Any violation of the terms or conditions of the permit shall be sufficient grounds for the City Engineer to revise the permit.

Subsection 107.5 - Safety Health and Sanitation Provisions:

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:

District 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 District-provided MSDS to all subcontractors.

Contractor will provide District 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 District 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. District 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 two hundred ten (210) 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 District'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 District 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 District 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 District from deducting from monies due or to become due to Contractor for any other costs incurred by District 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.

(A) To third paragraph, add: Payment or release of retained funds shall be made to the contractor within thirty (30) days following final payment to the contractor (reference (B) following), and contractor furnishing to Engineer satisfactory receipts for all labor and material billed and waivers of liens from any and all persons and subcontractors holding claims against the work. Additionally, Contractor shall furnish a completed Certificate of Performance to Engineer evidencing it has satisfactorily discharged all its duties in connection with the work to be performed under this Contract. The form of Certificate of Performance shall be provided to Contractor by the Engineer.

(B) Delete second and third paragraphs and replace with: The final payment will be made to Contractor by District within thirty (30) days following receipt of Engineer's final estimate and receipt by District of Consent of Contractor's Surety to said final payment.

If payment will be longer than thirty (30) days as aforesaid, District will provide Contractor specific written findings for reasons justifying the delay in payment.

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

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
CONTRACT FCD 93-52
CACTUS ROAD STORM DRAIN
PHASE I**

SPECIAL PROVISIONS

SECTION 202 - Mobilization

Contractors Field Office

The work shall consist of providing and maintaining a furnished Field Office for the exclusive use of the Engineer and the Engineer's Staff.

The Contractor shall provide a field office for the duration of the project. The field office may be located on the project site or otherwise with the approval of the Engineer. The office may be in the same building or trailer as office space of the Contractor, provided that such office is separated from the area used by the Contractor by a wall with a locking door. The office shall also have its own door to the outside.

The office shall have a minimum of 150 square feet. The office shall be fully equipped and shall be in place and acceptable to the Engineer not later than 10 days after the issuance of the Notice to Proceed (NTP). The office shall be provided and maintained by the Contractor until seven (7) days after the project acceptance by the District.

The Contractor shall provide hookups and continuous service for electricity, telephone, air conditioning, heating and water service. All utility costs, except long distance calls made by the Engineer shall be the responsibility of the Contractor. Permits and hook up fees for the office are the responsibility of the contractor.

The room for use by County Personnel shall be equipped with the following:

- a. Lights: Electric lighting, non glare type to provide adequate illumination at desk height.
- b. Heating and cooling: Capable of maintaining an air temperature of 72 degrees.
- c. 1 - Office desk with locking drawers and padded swivel chair
- d. 4 - Folding office chairs
- e. 2 - Three by five foot tables
- f. 1 - Dry erase board
- g. 1 - Office phone
- h. Maintenance: The Contractor shall maintain all the facilities and furnished equipment in good working condition.

No separate payment shall be made for the engineers field office, the cost thereof being an incidental cost to the work.

SECTION 205 - Roadway Excavation

Construction shall conform to MAG Standard Specifications Section 205, except as modified herein.

Payment for roadway excavation shall be included in the price bid for construction or installation of the storm drain and connector pipes to which such roadway excavation is incidental or appurtenant. The cost of excavation shall include all pavement removal including pavement removal required for the storm drain, connector pipes and complete removal of the pavement as required for construction. Such payment shall be full compensation for the cost of labor, excavation, removal of obstructions, and all other work not specifically covered that is incidental.

SECTION 220 - Riprap Construction

Construction shall conform to MAG Standard Specifications Section 220, except as modified herein.

A geotextile fabric shall be installed under all riprap. The fabric shall be a non-woven polypropylene fabric and shall be Fibretex, Grade 140 as manufactured by Crown Zellerbach, mirafi or equal.

No stone shall be larger than 9 inches in diameter. The stone, excepting small stones and spalls used to chink interstices, shall be not less than 3 inches in diameter and at least 50 percent of the stone shall be at least 6 inches in diameter. Only plain riprap shall be used for the riprap requirements shown on the plans.

Measurement shall be by the cubic yard of the completed bid item in place within the limits shown on the plans.

Payment for riprap construction shall be at the contract price bid for Bid Item 220-1. This bid item shall include payment for riprap, geotextile fabric, preparation of ground surfaces and placement of riprap and any other work items necessary for installation of the riprap. Such payment shall be full compensation for, the materials, cost of labor, excavation, removal of obstructions, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

SECTION 301 - Subgrade Preparation

Subgrade preparation construction shall conform to MAG Standard Specifications Section 301, except as modified herein.

No separate measurement or payment shall be made for subgrade preparation. It shall be included in the price bid for Bid Item 310-1.

SECTION 310 - Untreated Base

Untreated Base construction shall conform to MAG Standard Specifications 310, except as modified.

Measurement for untreated base will be by the ton of the completed bid item in place within the limits shown on the plans.

Payment for untreated base course shall be made at the contract unit price per ton for Bid Item 310-1. Such payment shall be compensation in full for the item complete in place including clearing, stripping, excavation, fill, backfill, compaction, grading, hauling, preparation of subgrade, and removal and disposal of excess excavated material and debris, compaction, testing, and all other work not specifically covered that is incidental.

SECTION 315- Bituminous Prime Coat

Bituminous prime coat construction shall conform to MAG Standard Specifications Section 315.

Measurement for bituminous prime coat will be by the ton of the completed bid item in place within the limits shown on the plans.

Payment for bituminous prime coat shall be made at the contract unit price per ton for Bid Item 315-1. Such payment shall be full compensation for furnishing and installing the material and all other work not specifically covered that is incidental.

SECTION 321 - Asphalt Concrete Pavement

Asphalt Concrete Pavement construction shall conform to MAG Standard Specifications 321, except as modified.

Asphalt Concrete C 3/4" & D 1/2" Pavement

C 3/4" base course and D 1/2" surface course construction, as shown on the plans, shall conform to MAG Standard Specifications Section 321.

Measurement for asphalt pavement will be by the ton of the completed bid item in place within the limits shown on the plans.

Payment for asphalt pavement shall be made at the contract unit price per ton for Bid Item 321-1, 321-2 and 321-3. Such payment shall be full compensation for furnishing and installing the material, cost of labor, excavation, removal of obstructions, compaction, testing, and all other work not specifically covered that is incidental.

SECTION 329 - Tack Coat

Tack coat construction shall conform to MAG Standard Specifications 329. Payment will be by the ton, diluted for Bid Item 329-1. No penalty shall be incurred for reduction in the quantity or elimination of this item as determined by the Engineer.

SECTION 340 - Concrete Curb, Gutter, Sidewalk, Driveway and Alley Entrance

Concrete curb, gutter, sidewalk, driveway and alley entrance construction shall conform to MAG Standard Specifications Section 340 except as modified herein.

No separate measurement of payment shall be made for concrete curb and gutter replacement. This item shall be included in the contract unit price for bid Item 505-2 through 505-8.

No separate measurement or payment shall be made for concrete sidewalk replacement. This item should be included in the contract unit price for Bid Item 505-2 through 505-8.

SECTION 345 - Adjusting Frames, Covers, Valve Boxes and Water Meter Boxes

Construction shall conform to MAG Standard Specifications Section 345, except as modified herein.

No separate payment shall be made for this work as such; the cost thereof, shall be included in the price bid for construction or installation of the pavement replacement to which such work is incidental or appurtenant.

SECTION 350 - Removal of Existing Improvements

Construction shall conform to MAG Standard Specifications Section 350, except as modified herein.

Removal and replacement of the miscellaneous items shall be paid at the lump sum contract price for Bid Item 350-1. Such work shall include removal and replacement of existing fences and gates, public and private signs and other items shown in the plans and specified in MAG Standard Specifications Section 350.

Measurement for removal of miscellaneous improvements shall be by lump sum for the completed bid item in place within the limits shown on the plans.

Payment for the removal of miscellaneous items shall be made at the contract unit price per lump sum for Bid Item 350-1. Such payment shall be full compensation for the cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

SECTION 360 - Telecommunications Installation and Relocation

Construction shall conform to MAG Standard Specifications Section 360, except as modified herein.

No separate payment shall be made for telephone relocations shown on the plans. The cost thereof shall be at the utilities expense where the plans call for the line to be relocated by others.

SECTION 401- Traffic Control

Traffic regulations and control shall be in accordance with MAG Specifications Section 401, City of Phoenix Traffic Manual, guidelines provided in the plans and the following paragraphs.

1. The following shall be considered major streets: Cactus Road from 91st Avenue to 83rd Avenue, 87th Avenue, 83rd Avenue.
2. Permission to restrict city streets, sidewalks and alleys shall be requested from the City of Peoria and the Maricopa County Department of Transportation. The Contractor will be required to submit a traffic control plan for restriction or closure when requesting restriction permission.

Special Traffic Regulations:

1. Cactus Road, 81st Avenue to 83rd Avenue. On paved surfaces, when construction requires, Cactus Road can be reduced to 3 lanes (1 each way), with left-turn lanes open through traffic.
2. Special Access Requirements. The Contractor shall provide and maintain clean, safe, and adequate pedestrian walkways and sidewalks, free of mud, dust, debris, equipment, maintaining access to all transit facilities and bus stops by providing temporary BUS STOP signs as needed (if any).
3. Payment for traffic regulation shall be made at the contract unit price per lump sum. The price shall include full compensation for furnishing labor (except off-duty police officers), materials, tools, equipment and incidentals to regulate and maintain traffic per the guidelines and these specifications.

Police Officer Requirements:

When construction restricts the intersections, the Contractor shall provide off-duty police officers to assist with traffic control at the intersections of 83rd Avenue during construction hours.

Measurement for traffic control devices shall be by lump sum for the completed bid item for the completed bid item within the limits shown on the plans.

Payment for traffic control devices shall be at contract unit price lump sum for Bid Item 401-1.

Measurement for off duty police officers shall be in accordance with section 401.6 of MAG.

Payment for off duty police officers shall be at the contract unit price per hour for Bid Item 401-2.

SECTION 405 - Monuments

Construction of survey markers shall be in accordance with MAG Specifications Section 405, except as modified herein.

Prior to removal of any existing survey marker, brass cap, the contractor shall ensure that appropriate survey ties have been made by a Registered Land Surveyor for reestablishing the survey markers after construction has been completed.

Payment for survey markers shall be at the contract unit price per each for Bid Item 405-1. Such payment shall be full compensation for removal, furnishing and installing the monuments, complete in place, cost of labor, Registered Land Surveyor, and all other work not specifically covered that is incidental.

SECTION 420 - Chain Link Fences

Replacement of existing chain link fence shall be in accordance with MAG Standard Specification 420, except as noted herein.

No separate payment shall be made for chain link fence replacement as such; the cost thereof, shall be included in the price bid for miscellaneous removals Bid Item 350-1.

SECTION 505 - Concrete Structures

Construction of all concrete structures shall be in accordance with MAG Standard Specification 505, except as noted herein.

Special Structures

The Contractor shall construct two special structures on the storm drain in accordance with the plans at Station 9+89, and Station 20+80.5.

Measurement for special structures shall be by cubic yard of the completed items in place within the limits shown on the plans.

Payment for the special structures shall be made at the contract unit price per cubic yard for Bid Item 505-1. Such payment shall be full compensation for furnishing and installing item complete in place and all fittings, reinforcing steel, concrete, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

Catch Basins

The Contractor shall construct "M" type catch basins, "N" type catch basins and headwall structures at the stations shown on the plans to the size and dimensions shown on the plans.

Measurement for the catch basins shall be made at the contract unit price for each of the completed bid item in place within the limits shown on the plans.

Payment for the "M" and "N" type catch basins shall be made at the contract unit price per each for Bid Item 505-2 through 505-8. Such payment shall be full compensation for furnishing and installing the item complete in place and all fittings, reinforcing steel, concrete, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

Sidewalks shall be removed to the closest existing joint. Removal and replacement of existing sidewalks is incidental to the construction of the catch basins. No separate measurement or payment shall be made to modify the catch basin dimensions in the field to avoid conflicting utilities, or for the removal and replacement of existing sidewalks.

Concrete Headwalls

The Contractor shall construct headwalls at the stations shown on the plans to the size and dimensions shown on the plans.

Measurement for the headwalls shall be made at the contract unit price per cubic yard of the completed bid item in place within the limits shown on the plans.

Payment for the concrete headwalls shall be made at the contract unit price per cubic yard for Bid Item 505-9. Such payment shall be full compensation for furnishing and installing the item, complete in place and all fittings, reinforcing steel, concrete, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

SECTION 601 - Trench Excavation, Backfilling and Compaction

Trench excavation, backfilling and compaction shall be in accordance with MAG Standard Specification 601, except as noted herein.

The Contractor shall take special note of the 30-inch sewer line which runs parallel and below the new storm drain from Station 21+30 to Station 47+35 and the 18-inch sewer line which runs from Station 9+89 to Station 75+00.

Permanent pipe supports for the various type and sizes of sewer, water and utility lines shall conform to the Standard Details and to the details shown on the plans. Such pipe supports shall be erected at the locations shown on the plans and at any other locations as necessary as determined by the Engineer.

Payment for permanent pipe supports shall be made at the contract unit price per each completed installation. No separate payment shall be made for temporary pipe supports; the cost thereof, shall be included in the price bid for the construction or installation of the storm drain or connector pipe to which such work is incidental or appurtenant. Such payment shall be full compensation for furnishing and installing the item, complete in place and all fittings, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

MAG Bedding: If this option is chosen, the trench width shall be as shown on sheet 71 of the project plans. The initial granular bedding shall be a minimum of 6 inch thick and shall otherwise be in accordance with MAG specifications. Bedding from the bottom of the pipe shall conform to Section 601 of the MAG Specifications and shall be select material type B or aggregate base, in accordance with Section 702, Table 702.

The recommended sequence of backfill materials consists of:

- Bedding
- Imported or granular site soils with low expansive potentials to 1 foot above the top of the pipe.
- Native soils to within 2 feet of pavement surface.
- Imported or granular site soils with low expansive potentials to pavement subsurface level.

Compaction of the bedding material shall be in accordance with MAG 601 and the following:

Backfill compaction should be accomplished by mechanical methods. Water jetting or flooding of loose, dumped backfills is prohibited.

The Contractor shall excavate holes in the compacted bedding and backfill material to the depths, and at the locations, designated by the Engineer. As determined by the Engineer, these holes shall be of such size as to allow the required density testing to be performed in a safe manner. This shall include shoring or any other trench wall support measures required by OSHA.

Slurry Alternate: At his option, the Contractor may utilize a cement-enriched slurry A.B.C. bedding for the precast concrete pipe. The slurry A.B.C. will consist of 1 bag of portland cement per cubic yard of A.B.C. The slurry shall be placed at a minimum from the outside bottom of the pipe to the springline of the pipe. The slurry must have a minimum of an 8-inch slump. The slurry shall meet a minimum of 40 psi compressive strength at 7 days.

Also, the Contractor may opt to excavate a trench having a cross-section with a rounded bottom rather than a flat bottom. If this option is chosen, the trench cross-section must maintain the minimum 6 inches between the outside wall of the pipe and the trench wall up to the springline.

No separate measurement or payment shall be made for excavation and backfilling of the storm drain and connector pipes; the cost thereof, shall be included in the price bid for construction or installation of the storm drain and connector pipes to which such work is incidental or appurtenant. Excavation shall include pavement removal as described above and in accordance with MAG standard specifications and details and the details shown in the plans. Backfill shall include the cost of all materials, labor and equipment to furnish, place and compact backfill to the roadway surface.

SECTION 610 - Waterline Construction and Relocation

All waterline construction shall be in accordance with Section 610 of the MAG Specifications and City of Phoenix Supplements.

Waterline Realignment and Valve Removals

In the event of an unforeseen conflict between storm drain construction not detailed on the plans and an existing waterline or as directed by the plans, the Contractor shall vertically and/or horizontally realign the waterline in accordance with MAG Standard Detail 370 and Section 610 of the MAG Standard Specifications.

The waterline realignment shall include, but not be limited to, excavation, backfill, compaction, pipe, fittings, offsets, couplings, sleeves, blocking, joint restraints, and hardware. The realigned waterline shall be visually inspected for leaks under line pressure prior to backfilling.

The Contractor shall arrange with the City of Peoria to have the line shut down in order to perform this work. At no cost to the Contractor, representatives of the City of Peoria Water Department will take the line out of services, provide necessary valve cut-ins, and flush the line prior to placing it back in service. The contractor shall notify the City of Peoria prior to shut down of water lines.

All salvaged water line valves from the City of Peoria water distribution system shall be delivered to the City of Peoria.

Materials for waterline realignment shall be cast iron or ductile iron, in accordance with Section 610.3.

Measurement for vertical waterline realignments shall be by each, of the completed item in place within the limits shown on the plans.

Payment for waterline realignment shall be made at the unit price bid per each for Bid Item 610-1. Such payment shall be full compensation for furnishing and installing the connections to the existing water line, complete in place and all fittings, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental. No penalty shall be incurred for the reduction of the number of each, of this item as determined by the Engineer.

Waterline Encasements

Waterlines shall be encased in locations shown on the plans per the Plan Details.

Measurement shall be by each of the completed item in place within the limits shown on the plans.

Payment for waterline encasement shall be made per unit contract price for Bid Item 610-2. Such payment shall be full compensation for furnishing and installing the item, complete in place and all fittings, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental. No penalty shall be incurred for the reduction of the number of each, of this item as determined by the Engineer.

Removal of 12 Inch DIP

Removal of the 12 inch DIP shall be in accordance with Section 350 of Mag except as modified herein.

Measurement shall be by the lineal foot of the completed item within the limits as shown on the plans.

Payment for the removal of the 12 inch DIP shall be at the contract unit price for Bid Item 610-3. Such payment shall be full compensation for removal of the item, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

12 Inch Diameter Fitting and Valve Removals

Measurement shall be by lump sum for the completed item within the limits as shown on the plans.

Payment shall be made at the contract unit price for Bid Item 610-4. Such payment shall be full compensation for furnishing and removing the items, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

12 Inch Diameter DIP

Measurement shall be by the lineal foot of the completed item within the limits shown on the plans.

Payment shall be made at the contract unit price for Bid Item 610-5. Such payment shall be full compensation for furnishing and installing the item, complete in place and all fittings, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

SECTION 615 - Sewer Line Construction

Construction shall conform to MAG Standard Specifications Section 615 except as modified herein.

Measurement for sewer line construction shall be by the lineal foot for the completed bid item in place within the limits shown on the plans.

Payment for the sewerline construction shall be made at the contract unit price per lineal foot for Bid Item 615-1. Such payment shall be full compensation for furnishing and installing the connections to the existing sewer line, complete in place and all fittings, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

SECTION 618 - Storm Drain Construction

Storm drain and connector pipe construction shall be in accordance with MAG Standard Specification 618, except as modified herein.

Off-Site Inspection:

The Contractor shall be responsible for all expenses, including, but not limited to, travel and per diem expenses, for required inspections by the Engineer and/or the cost of inspection and testing by an independent testing laboratory, as required by, and at the discretion of, the Engineer for any inspection of any pipe manufactured outside a fifty-mile radius from the City limits of Phoenix, Arizona.

Corrections required on the shop drawings will not constitute valid reasons for delay in the project schedule.

Reinforced Concrete Pipe:

Construction shall conform to MAG Standard Specifications Sections 618 and 735, except as modified herein.

15" though 36" pipe shall meet the requirements of ASTM C 76, Class IV.

The design for reinforced concrete pipe with greater than 108" diameter shall be in accordance with the following:

AASHTO Standard Specification for Highway Bridges, Division I, Section 17, Soil Reinforced Concrete Structural Interaction Systems: Said design shall be based on the embankment installation load, using $F_{el} = 1.20$, a unit soil weight of 140 pounds per cubic foot, and the direct design method, based on pressure distribution, in accordance with Figure 17.4F(b), with the lateral pressure equal to $0.33 \times W_E$ and a design bedding angle of 75 degrees. For a cement-enriched slurry A.B.C. bedding, the design bedding angle may be increased to 150 degrees. Live load shall be HS20-44.

All designs shall consider the effects of earth load, live load, pipe weight, and water weight.

The minimum design concrete strength F'_c shall not be less than 5000 psi, and the maximum, not greater than 6000 psi. The manufacturer shall set the wall thickness, which shall not be less than the inside diameter divided by twelve (12), and the design cover of concrete over steel shall be 1 inch. Also, the pipe manufacturer shall set the minimum yield strength of the reinforcing steel, within the limits of the AASHTO design specifications .

All designs shall be prepared under the seal of an Arizona registered engineer and shall be submitted to the Engineer for approval. Computer printouts of the designs are acceptable, provided data also is submitted verifying that the adapted computer program complies with the specified design criteria.

Load testing of one the individual 120" pipe section will be required at Contractor's expense. Materials certification and testing will be required for the concrete and reinforcing steel, as well as an affidavit of compliance of the completed pipe sections.

Measurement for the storm drain pipes shall be by the lineal foot/pipe size for the completed item in place within the limits as shown on the plans.

Payment for the RCP storm drain pipe shall be at the contract unit price for Bid Items 618-1, 2, 3 and 618-5. Such payment shall be full compensation for furnishing and installing the storm drain pipe, complete in place and all fittings, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

RGRCP, Crosses, Tees, Pipe Supports and Other Fittings:

Measurement for the ^{RGRCP} ~~storm drain~~ pipes shall be by the lineal foot/pipe size for the completed item in place within the limits as shown on the plans.

5624/14 } Payment for the RGRCP ~~storm drain~~ pipe shall be at the contract unit price for Bid Items 618-22 and 618-23. No separate payment shall be made for the removal and replacement of existing driveways. Driveway removal and replacement for installation of the RGRCP shall be incidental and not paid separately. Such payment shall be full compensation for furnishing and installing the RGRCP, complete in place and all fittings, cost of labor, excavation,

removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental.

Measurement for the, tees, crosses, reducers, wye, plugs and supports shall be by each for the completed item in place within the limits as shown on the plans.

Payment for, crosses, tees, pipe supports, plugs and other fittings shall be made at the contract unit price bid per each size and type of fitting for Bid Items 618-6 through 618-13, 618-15, 618-16, and 618-18 through 618-21; and shall be compensation in full for the materials and labor to furnish and install the fitting, excavation, backfill, compaction, removal of obstructions, testing, joining, collars and field closures. No penalty shall be incurred for the reduction, of the number of each, of this item as determined by the Engineer.

SECTION 621-Corrugated Metal Pipe and Arches

Construction and installation of CMP and CMA shall be in accordance with MAG Standard Specifications section 621, except as noted herein.

Measurement for the 28" x 20" arch CMP shall be by the lineal foot of the completed item in place within the limits as shown on the plans.

Payment for corrugated metal pipe culverts shall be made at the contract unit price bid per linear foot for Bid Item 621-1 and shall be compensation in full for furnishing and installing the corrugated metal pipe as specified, including excavation, backfilling, materials, delivery, testing and all incidental costs not specifically covered in other items in the proposal for installing the culverts.

Measurement for the CMP end sections shall be by each for the completed item in place within the limits as shown on the plans.

Payment for corrugated metal arches end sections shall be made at the contract unit price bid per each installation for Bid Item 621-2 and shall be compensation in full for furnishing and installing the corrugated metal arch as specified, including excavation, backfilling, compacting, testing and all incidental costs not specifically covered in other items in the proposal.

SECTION 625 - Manhole Construction

Manholes shall be constructed as shown on the plans and in accordance with MAG Standard Specifications 625, except as noted herein.

Measurement for the sewer line manhole cover shall be per each for the completed bid item in place within the limits shown on the plans.

Payment for the sewer line manhole shall be made at the contract unit price per each for Bid Item 625-1, 625-2 and 625-3. Such payment shall be full compensation for furnishing and installing the connections to the existing sewer line, complete in place and all fittings, cost of

installing the connections to the existing sewer line, complete in place and all fittings, cost of labor, excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, testing, and all other work not specifically covered that is incidental. In addition, payment for manholes shall include the cost of prefabricated tees that are used for manhole inlets to the storm drain.

SECTION 630 - Tapping Sleeves, Valves and Valve Boxes on Water Lines

All water valves shall be in accordance with Section 630 of the MAG Specifications and City of Phoenix Supplements.

All existing valves which are to be abandoned as a result of new waterline construction shall be salvaged, as directed by the Engineer.

All valve shutdown fees will be waived for work on water services and meters under these specifications. When it becomes necessary to shut down existing water mains and services to construct replacements, no main shall be left out of service for more than one (1) hour, and no individual service will be disrupted for more than five (5) continuous hours. Main valves shall be operated by representatives of the City of Peoria Water Department. Shutdowns will not begin before 8:00 a.m. and will not extend past 4:00 p.m.

When it becomes necessary to shut down an existing water service in order to construct a replacement, it shall be the Contractor's responsibility to notify all customers, in advance, that the water service will be turned off. The customers shall be notified, in writing, at least 24 hours in advance and also, verbally, the day the shutdown will occur. Initial notification shall include the reason for the shutdown, the date, the time, and the duration the water service will be shut off. A copy of the notification shall be given to the Engineer.

During construction, the Contractor shall be responsible for maintaining continuous access to the valve-operating nut for all water valves within project boundaries. Failure by the Contractor to do so relieves the City of Peoria or the City of Glendale Water Department of responsibility for any resultant claim and, also, shall be cause of canceling any request by the Contractor for water main shutdowns.

No separate payment shall be made for this work as such; the cost thereof, shall be included in the price bid for construction or installation of the items to which such work is incidental or appurtenant.