

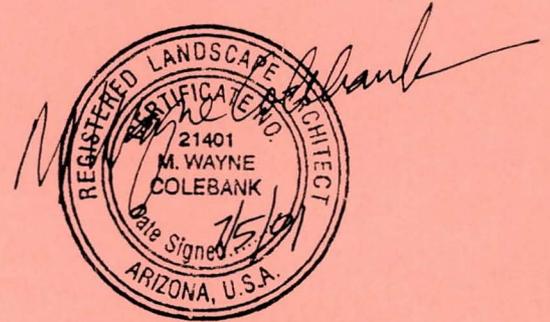
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CONSTRUCTION SPECIFICATIONS

FOR

CONTRACT FCD 2000C031

SOSSAMAN ROAD CHANNEL LANDSCAPE AND IRRIGATION INSTALLATION
PCN 108.01.30



(Engineer's Seal)

Prepared By

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Recommended by:

Edward A. Raleigh

Date:

7/6/01

Edward A. Raleigh, P.E.
Manager Engineering Division

Issued for Public Bidding by:

Edward A. Raleigh

Date:

7/6/01

Michael S. Ellegood, P.E.
Chief Engineer and General Manager

SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1998
AND REVISIONS AND SUPPLEMENTS THROUGH 2001.

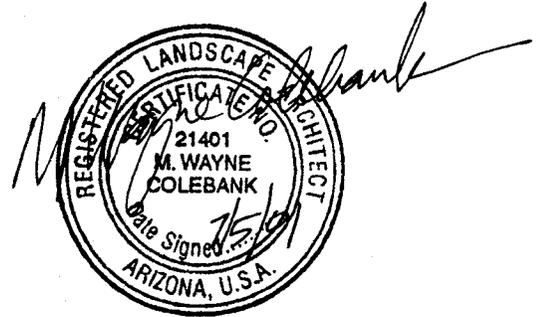
C-69-01-018-5-00

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SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1998
AND REVISIONS AND SUPPLEMENTS THROUGH 2001.

ATTENTION

ALL PROSPECTIVE BIDDERS

A.R.S. § 34-201 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 Flood Control District of Maricopa County (District) supplied bond forms is required.

Please submit your bids accordingly.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

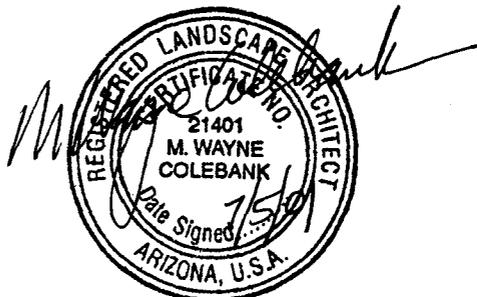
CONTRACT FCD 2000C031

PCN 108.01.30

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(Area to left reserved
for Engineer's Seal)



FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

INVITATION FOR BID

BID OPENING DATE: August 14, 2001

PROJECT LOCATION:

The project is located within the City of Mesa. The Channel is between U.S. 60 and Baseline Road and East of Sossaman Road.

PROPOSED WORK:

The project consists of the installation of landscaping and supporting irrigation along the channel.

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 2:00 P.M. (local time) on **Tuesday, August 14, 2001** 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 of Maricopa County and included in the Construction Specifications. The Board of Directors reserves the right to reject any and all bids and to waive minor informalities in any bid received if advantageous to the Flood Control District of Maricopa County.

ELIGIBILITY OF CONTRACTOR:

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

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

PRE-BID CONFERENCE:

A Pre-Bid conference will be held **Tuesday, July 31, 2001** at 2:00 P.M. (local time) in the Flood Control District of Maricopa County at 2801 West Durango Street, Phoenix, Arizona. All potential contractors and subcontractors are encouraged to attend this pre-bid conference and be prepared at that time to submit in writing and discuss any comments concerning this solicitation.

Questions or items for clarification may be addressed to the Contracts Branch Manager, in writing, at least five (5) working days prior to bid opening date. Questions received after this deadline may not be accepted. Responses to all questions submitted will be sent to all planholders by addenda. Verbal interpretations, unless specifically addressed by an addendum, shall not be binding nor have any legal effect.

CONTRACT TIME:

All work on this contract is to be completed within sixty (60) calendar days from the date of Notice to Proceed.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE
(MWBE) PARTICIPATION:**

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. A MWBE goal has not been established for this contract, however, the District encourages minority participation.

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 \$18.50 by cash, check or postal money order payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. Mail orders for project documents must include an **additional \$8.00 for first class U.S. postage and handling.** The payment for U.S. postage and handling (\$8.00) will not be refunded. Regardless of circumstances, we cannot guarantee mail delivery.

Each bid must be accompanied by a Bid Bond executed on the District-supplied bond form, 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.

PRINCIPLE ITEMS AND APPROXIMATE QUANTITIES

QUANTITY	UNIT	DESCRIPTION
112	EA	Tree (15 Gallon)
33	EA	Palm (various height)
1072	EA	Shrub (various sizes)
18,206	LF	PVC Pipe (various sizes)
391	EA.	Emitter (assembly)

BID

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

Gentlemen:

The following Bid is made for contract FCD 2000C031, Sossaman Road Channel Landscape and Irrigation Installation in the County of Maricopa, State of Arizona.

The following Bid is made on behalf of

Landscape Professionals, Inc.

and no others. Evidence of authority to submit the bid is herewith furnished. The bid 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 Flood Control District of Maricopa County Board of Directors is personally or financially interested, directly or indirectly, in the bid, 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 bid, have been carefully examined and also that the work site 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 Bid 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 sixty (60) calendar days from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors.

each in an amount equal to one hundred percent (100%) 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 bid bond in the amount and character named in the Invitation to Bid, and amounting to not less than ten percent (10%) of the total bid, is enclosed. The bid bond is submitted as a guaranty of good faith that the Bidder will enter into a written contract to do the work, as provided, if successful in securing the award thereof. It is therefore agreed that if the Undersigned withdraws its bid at any time except as herein provided, or if the bid is accepted and the Undersigned fails to execute the contract and furnish satisfactory Bonds and Sureties as herein provided, the Flood Control District of Maricopa County shall be entitled and is hereby given the right to retain the said Bid Bond as liquidated damages.

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

Addendum No. <u>1</u>	Dated <u>July 5, 2001</u>
Addendum No. _____	Dated _____

The Undersigned has enclosed the required bid security to the Bid.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Contract No. FCD 2000C031

**SOSSAMAN ROAD CHANNEL
LANDSCAPE AND IRRIGATION INSTALLATION**

Project No. 108.01.30

ADDENDUM NO. 1

July 5, 2001

Contract No.: FCD 2000C031

Title: Sossaman Road Channel Landscape and Irrigation Installation

Owner: Flood Control District of Maricopa County

To Contract Documents

This Addendum No. 1 modifies or clarifies Contract FCD 2000C031. All other provisions of the contract remain unchanged unless specifically modified herein. The Addendum No. 1 forms a part of the Contract Documents and modifies them as follows:

I. Revisions to Invitation for Bid -

The Flood Control District of Maricopa County has set the date for the re-Bid Opening.

CONTRACT SPECIFICATIONS, Page 4 of 24
INVITATION FOR BID

BIDS:

Delete the first sentence of the paragraph.

Add the following:

SEALED BIDS for the proposed work will be received by the Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona 85009 2:00 P.M. (local time) on **Tuesday, August 14, 2001** and then publicly opened and read at 2801 West Durango Street, Phoenix, Arizona 85009.

The Flood Control District of Maricopa County has set the date for re-Pre-Bid Conference.

CONTRACT SPECIFICATIONS, Page 4 of 24
INVITATION FOR BID
PRE-BID CONFERENCE:

Delete the first sentence of the paragraph.

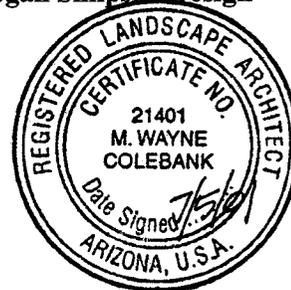
Add the following:

A Pre-Bid conference will be held **Tuesday, July 31, 2001 at 2:00 P.M.** (local time) in the Flood Control District of Maricopa County at 2801 West Durango Street, Phoenix, Arizona.

- II. **Revisions to Bidding Schedule – “Not applicable for this Addendum”**
- III. **Revisions to Supplementary General Conditions – “Not applicable for this Addendum”**
- IV. **Revisions to Special Provisions “Not applicable for this Addendum”**

Flood Control District of Maricopa County

Logan Simpson Design



By: Edward A. Raleigh
Michael S. Ellegood, P.E.
Chief Engineer and General Manager

By: Wayne Colebank
Wayne Colebank,
Landscape Architect

BID SCHEDULE

Item #	Item Description	Quantity	Units	Unit Price	Total
107-1	NPDES/SWPPP PERMITS	1	LS	200.00	\$ 200.00
107-2	PROJECT SIGN ALLOWANCE	1	LS	\$ 1,000.00	\$ 1,000.00
202-1	MOBILIZATION	1	LS	1950.00	\$ 1950.00
424-1	EARTH BERM CONSTRUCTION	1	LS	5820.00	\$ 5820.00
430-1	TREE (15 GALLON)	112	EA	80.00	\$ 8960.00
430-2	PALM (6' HEIGHT)	3	EA	285.00	\$ 855.00
430-3	PALM (8' HEIGHT)	19	EA	350.00	\$ 6650.00
430-4	PALM (10' HEIGHT)	11	EA	390.00	\$ 4290.00
430-5	SHRUB (5 GALLON)	44	EA	30.00	\$ 1320.00
430-6	SHRUB (1 GALLON)	1028	EA	9.00	\$ 9252.00
440-1	REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY (1-1/2")	2	EA	430.00	\$ 860.00
440-2	REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY ENCLOSURE	2	EA	510.00	\$ 1020.00
440-3	EMITTER (ASSEMBLY) (MULTI-OUTLET)	391	EA	18.00	\$ 7038.00
440-4	PRESSURE REGULATOR RISER	16	EA	35.00	\$ 560.00
440-5	SOLATROL IRRIGATION CONTROLLER (SOLAR)	2	EA	1690.00	\$ 3380.00
440-6	REMOTE CONTROL VALVE (DRIP) (ELECTRIC) (1")	10	EA	245.00	\$ 2450.00
440-7	GATE VALVE (1-1/2")	2	EA	158.00	\$ 316.00
440-8	PIPE (PVC) (3/4") SCHEDULE 40	10569	LF	.50	\$ 5284.50 5284.50
440-9	PIPE (PVC) (1") SCHEDULE 40	3742	LF	.65	\$ 2432.30 2432.00
440-10	PIPE (PVC) (1-1/2") SCHEDULE 40	3895	LF	.90	\$ 3505.50 3505.00
440-11	WATER SERVICE CONNECTION	2	LS	340.00	\$ 680.00
TOTAL BID AMOUNT WRITTEN IN NUMBERS:					\$ 67,822.00 67,823.30
TOTAL BID AMOUNT WRITTEN IN WORDS:					<i>three</i> <i>hundred</i> <i>thirty</i> <i>three</i> <i>dollars</i> <i>and</i> <i>30</i> <i>cents</i>
					Sixty seven thousand, eight hundred twenty-two dollars and 30/100.

IF BY AN INDIVIDUAL:

By:

(Printed Name) (Title) (Address)

(Signature) (Date) (Telephone Number)

IF BY A FIRM, PARTNERSHIP OR L.L.C. (LIMITED LIABILITY CORPORATION):

(Firm Name) (Firm Address)

(Signature - Title) (Date) (Telephone Number)

**Name and Address of each Member, or each Manager of L.L.C. per Operating Agreement

**The name and post office address of each Member of the Firm or Partnership must be shown, or of each Manager of an L.L.C., also address of the registered office of the L.L.C.

IF BY A CORPORATION:

Landscape Professionals, Inc. 6851 W. Emile Zola, Peoria, AZ 85381

(Corporate Name) (Corporation Address)

Sherry Williams, Sec./Treas. (623) 773-0898

(Printed Name) (Title) (Telephone Number)

By: Sherry Williams 8-10-01

(Signature) (Date)

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

Thomas S. Williams 6851 W. Emile Zola, Peoria, AZ 85381

(President) (Address)

Sherry Williams 6851 W. Emile Zola, Peoria, AZ 85381

(Secretary) (Address)

Sherry Williams 6851 W. Emile Zola, Peoria, AZ 85381

(Treasurer) (Address)

*The name of the State under which the Laws of the Corporation was Chartered, and the name, 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 (including any minority and women-owned business participation) that are to be used in the event the undersigned should enter into contract with the Owner. Although this list will not be considered as final commitment on the part of the successful proposer, any Subcontractor changes from those listed must have Owner's written approval prior to commencement of Subcontractor work on site.

Major Suppliers - Gardener's World

Ewing Irrigation (formerly Simpsons Sprinklers)

No Subcontractors will be used on this job.

Shey Will Sec. / Treas.
(Signature)

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Landscape Professionals, Inc., as Principal, (hereinafter called the Principal), and the Contractors Bonding and Insurance*, a corporation duly organized under the laws of the State of Washington, 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.

*Company ****not to exceed Seven Thousand and no/100**
WHEREAS, the said Principal is herewith submitting its proposal for **Contract FCD 2000C031, Sossaman Road Channel Landscape and Irrigation Installation.**

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 provision 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 10 day of August, AD, 2001.

Contractors Bonding & Ins.Co.
Agency of Record, State of Arizona

Agency Address and Phone Number:
2201 E. Camelback Rd Suite 505B
Phoenix AZ 85016 800-866-2242

Landscape Professionals Inc.
Principal
Sherry Williams
Signature
By: Sherry Williams
(Printed Name)
Secretary / Treasurer
(Title)

Bond Number: N/A

ATTACH SURETY POWER OF ATTORNEY

Contractors Bonding and Insurance Company
Surety Name
Theresa Smith
(Signature)
By: Theresa Smith,
(Printed Name)
Attorney in Fact
(Title)

Limited Power of Attorney

Home Office:
1213 Valley Street
PO Box 9271
Seattle, WA 98109-0271
(206) 628-7200

KNOW ALL MEN BY THESE PRESENTS that CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington, and having its principal office in Seattle, King County, Washington, does by these presents make, constitute and appoint THERESA SMITH, of Phoenix, Arizona, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no Attorney-in-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$6,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$6,000,000; and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the CONTRACTORS BONDING AND INSURANCE COMPANY on September 8, 1998:

RESOLVED that the President of the Company is authorized to appoint any person as the Company's true and lawful Attorney-in-Fact with power and authority to execute and deliver on behalf of the Company any and all bonds and undertakings of suretyship given for any purpose, subject to such limits as shall be determined by the President of the Company; provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000.

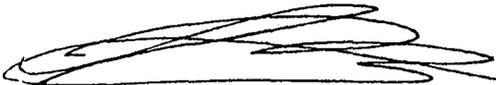
RESOLVED FURTHER that the authority of the Secretary of the Company to certify the authenticity and effectiveness of the foregoing resolution in any Limited Power of Attorney is hereby delegated to the following persons, the signature of any of the following to bind the Company with respect to the authenticity and effectiveness of the foregoing resolutions as if signed by the Secretary of the Company: Donald Sirkin, Steven A. Gaines, John Pieprzny, John D. Minto, Larry A. Byers, Artyce Johnson, Chery Fenton, Dixie A. Lofthouse, Christine Cornelius, and Gracie G. Padilla.

RESOLVED FURTHER that the signatures (including certification that the Power of Attorney is still in force and effect) of the President, Notary Public and person certifying authenticity and effectiveness, and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission, may be by facsimile; and such Limited Power of Attorney shall be deemed an original in all aspects.

RESOLVED FURTHER that all resolutions adopted prior to today appointing the above named as Attorney-in-Fact for CONTRACTORS BONDING AND INSURANCE COMPANY are hereby superseded.

IN WITNESS WHEREOF, CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 1st day of August, 2001.

CONTRACTORS BONDING AND INSURANCE COMPANY

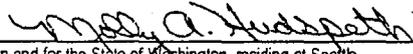
By: 
Steven A. Gaines, President



STATE OF WASHINGTON—COUNTY OF KING

On this 1st day of August, 2001, personally appeared STEVEN A. GAINES, to me known to be the President of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

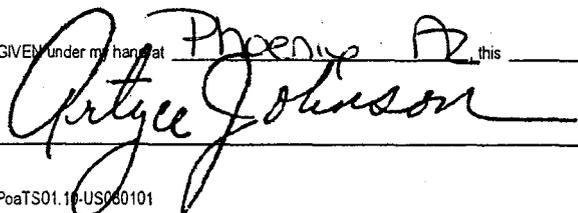
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public in and for the State of Washington, residing at Seattle



The undersigned, acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand at Phoenix AZ, this 10 day of August, 2001


PoaTS01.10-US060101

NO COLLUSION AFFIDAVIT

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

STATE OF Arizona)
)§
County of Maricopa)

Sherry Williams being first duly sworn, deposes and says:

That he/she is Secretary/Treasurer of Landscape Professionals, bidding on Contract FCD 2000C031 for Sossaman Road Channel Landscape and Irrigation Installation, in the County of Maricopa, State of Arizona.

That, in connection with the above-referenced 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.

Sherry Williams
(Signature of Affiant)

Subscribed and sworn to before me this 15th day of Aug, 2001.

Diane Randles
(Notary Public)



Aug 31, 2001
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 ^{A-21,117160}_____ that my privilege license number (as required by A.R.S. Section 42-5005) is 07 513807 G; 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:

N/A

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.

[Handwritten Signature]
Signature of Licensee Sherry Williams, Sec./Treas.

Date: 8/10/01

Company: Landscape Professionals, Inc.

CONTRACT AGREEMENT

C69. 01. 0/8.5

THIS AGREEMENT, made and entered into this 5TH day of September, 2001, by and between the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called the Owner, acting by and through its BOARD OF DIRECTORS, and **Landscape Professionals, Inc.**, hereinafter called the Contractor.

WITNESSETH: That the said Contractor, for and in the consideration of the sum of **sixty-seven thousand eight hundred twenty-three dollars and thirty cents (\$67,823.30)** 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 2000C031, Sossaman Road Channel Landscape and Irrigation Installation** 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, i.e., Invitation to Bid, Plans, Standard Specifications and Details, Supplementary General Conditions, Special Provisions, Addenda, if any, Proposal, Affidavits, Performance Bond, Payment Bond, Indemnification, Insurance Requirements, 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 sixty (60) calendar days following notice to proceed.

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 canceled without penalty or further obligation within three (3) 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 employee or 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 regulations. 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 – MWBE PROGRAM: 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. A MWBE goal has not been established for this contract, however, the District encourages minority participation.

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.

Landscape Professionals, Inc.

Party of the First Part

By: Sherry Williams
Printed Name

Sherry Williams
Signature

Title: Secretary / Treasurer

Date: 8-27-01

86-0810299
Tax Identification Number

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF THE SECOND PART

RECOMMENDED BY:

11755K/ 9/4/01
Chief Engineer and General Manager Date
Flood Control District of Maricopa County

By: Jan Brewer 9/5/2001
Chairman, Board of Directors Date

ATTEST:

Jan Brewer 9/5/2001
Clerk of the Board 100400 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 of Maricopa County.

Jillie M. Lemmon 8/30/01
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)

Issued in Six Parts
Premium included in
Performance Premium

KNOW ALL MEN BY THESE PRESENTS:

That, Landscape Professionals, Inc. (hereinafter called the Principal), as Principal, and Contractors Bonding and Insurance Company a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle (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 sixty-seven thousand eight hundred twenty-three dollars and thirty cents (\$67,823.30), 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 21 day of August, 2001 for the Contract FCD 2000C031, Sossaman Road Channel Landscape and Irrigation Installation, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this 21 day of August, 2001.

CBIC
Agency of Record, State of Arizona

Agency Address and Phone Number:
2201 E. Camelback Rd Suite 505B
Phoenix AZ 85016
800 866 2242

Bond Number: AG6092

ATTACH SURETY POWER OF ATTORNEY

Landscape Professionals, Inc.
Principal
Shery Williams
Signature
By: Shery Williams
Printed Name
Title: Secretary / Treasurer
Contractors Bonding and Insurance Company

Surety Theresa Smith Seal
Signature
By: Theresa Smith, Attorney in Fact
Printed Name

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES Issued in Six Parts
(Penalty of this bond must be 100% of the Contract amount) Bond No. AG6092
Premium: \$1,696.00

KNOW ALL MEN BY THESE PRESENTS:

That, Landscape Professionals, Inc. (hereinafter called the Principal), as Principal, and Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle (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 sixty-seven thousand eight hundred twenty-three dollars and thirty cents (\$67,823.30), 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 21 day of August, 2001 the Contract FCD 2000C031, Sossaman Road Channel Landscape and Irrigation Installation, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this 21 day of August, 2001.

CBIC
Agency of Record, State of Arizona

Agency Address and Phone Number:
2201 E. Camelback Rd Suite 505B

Phoenix AZ 85016
800 866 2242

Bond Number: AG6092

ATTACH SURETY POWER OF ATTORNEY

Landscape Professionals Inc.

Principal

Signature Sherry Williams

By: Sherry Williams
Printed Name

Title: Secretary / Treasurer

Contractors Bonding and Insurance Company

Surety Theresa Smith Seal

Signature

By: Theresa Smith, Attorney in Fact

Printed Name

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Flood Control District of Maricopa County (District) and Maricopa County, their agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this contract. Contractor's duty to defend, indemnify and hold harmless the District and Maricopa County, and their agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this contract including any person for whose acts, errors, omissions or mistakes, the Contractor may be legally liable.

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

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the District and Maricopa County, their agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from Contractor's work or services. Contractor's duty to defend, indemnify and hold harmless, the District and Maricopa County, their agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the District and Maricopa County.

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

The scope of this indemnification does not extend to the sole negligence of the District and Maricopa County.

INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best Company, Inc. Rating of at least B++ or a Financial Performance Rating (FPR) of at least 6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the District.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the District, constitute a material breach of this contract.

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

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

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

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

The insurance policies required by this contract, except Workers' Compensation, shall name the District and Maricopa County, their agents, representatives, officers, directors, officials, and employees as Additional Insureds.

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

REQUIRED COVERAGE

Commercial General Liability.

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X,C,U.

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this contract. Coverage shall be on an occurrence basis with a limit not less than

\$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

Automobile Liability:

Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this contract. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Services Office, Inc. Policy Form CA 00 01 12 93, or any replacements thereof). Such insurance shall include coverage for loading and off-loading and off-loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation:

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

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

Builders' Risk (Property) Insurance:

The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial contract amount, as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the District has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interest of the District, the Contractor, and all subcontractors and sub-subcontractors in the work during the life of the contract and course of construction, and shall continue until the work is completed and accepted by the District. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full contract amount, unless otherwise required by the contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under Contractor's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

Required coverage may be modified by an amendment to the contract documents.

If the contract required testing of equipment or other similar operations, at the option of the District, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Certificates of Insurance:

Prior to commencing work or services under this contract, Contractor shall furnish the District with Certificates of Insurance (Attachment 1), or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

Cancellation and Expiration Notice:

Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days prior written notice to the District.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 2000C031

PROJECT TITLE: Sossaman Road Channel Landscape and Irrigation Installation

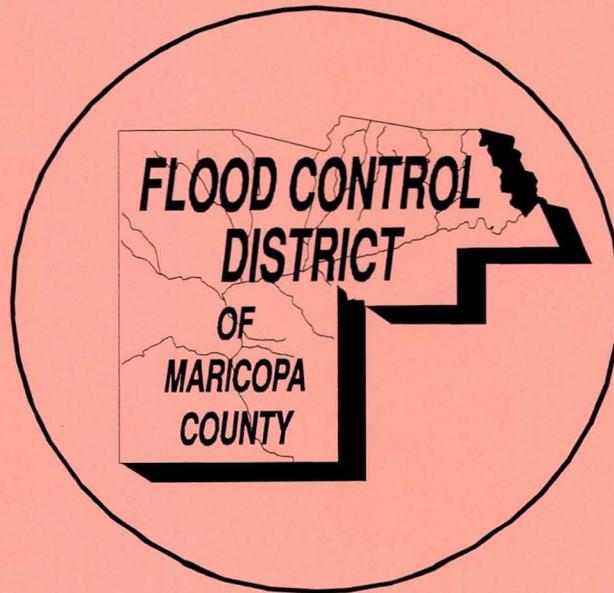
NAME AND ADDRESS OF INSURANCE AGENCY:	*INSURANCE COMPANIES AFFORDING COVERAGES:	
	Company Letter	A
	Company Letter	B
	Company Letter	C
	Company Letter	D
	Company Letter	F
NAME AND ADDRESS OF INSURED:	Company Letter	D
	Company Letter	E
	Company Letter	F

This certificate of insurance certifies that policies of insurance listed below have been issued to the insured named above and are in full force at this time.

*CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL: <input checked="" type="checkbox"/> : LIABILITY FORM <input checked="" type="checkbox"/> : PREMISES OPERATIONS <input checked="" type="checkbox"/> : CONTRACTURAL <input checked="" type="checkbox"/> : BODILY INJURY <input checked="" type="checkbox"/> : BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> : PERSONAL INJURY <input checked="" type="checkbox"/> : PRODUCTS AND COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> : EXPLOSION AND COLLAPSE <input checked="" type="checkbox"/> : UNDERGROUND HAZARD <input checked="" type="checkbox"/> : INDEPENDENT CONTRACTORS AND OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY <input checked="" type="checkbox"/> : BODILY INJURY <input checked="" type="checkbox"/> : PROPERTY DAMAGE <input checked="" type="checkbox"/> : DEATH				GENERAL LIABILITY: EACH OCCURRENCE \$1,000,000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE \$2,000,000 GENERAL AGGREGATE \$2,000,000 EACH OCCURRENCE \$1,000,000	
	COMPREHENSIVE AUTO: <input checked="" type="checkbox"/> : LIABILITY AND NON-OWNED				EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> : EXCESS LIABILITY				NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> : WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS PLUS EMPLOYER'S LIABILITY: EACH ACCIDENT \$1,000,000 DISEASE: EACH EMPLOYEE \$1,000,000 DISEASE: POLICY LIMIT	
	<input checked="" type="checkbox"/> : BUILDERS' RISK ALL-RISK FORM				REPLACEMENT COSTS	
	<input checked="" type="checkbox"/> : OTHER:	Except for Professional Liability Insurance and Workers' Compensation Insurance, the Flood Control District of Maricopa County and Maricopa County are named as Additional Insured's.				

Except for Professional Liability Insurance and Workers' Compensation Insurance, the Flood Control District of Maricopa County and Maricopa County are added as Additional Insured's 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 of Maricopa County. To the extent provided in this contract, insured shall hold harmless the Flood Control District of Maricopa County and 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 of Maricopa County, 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
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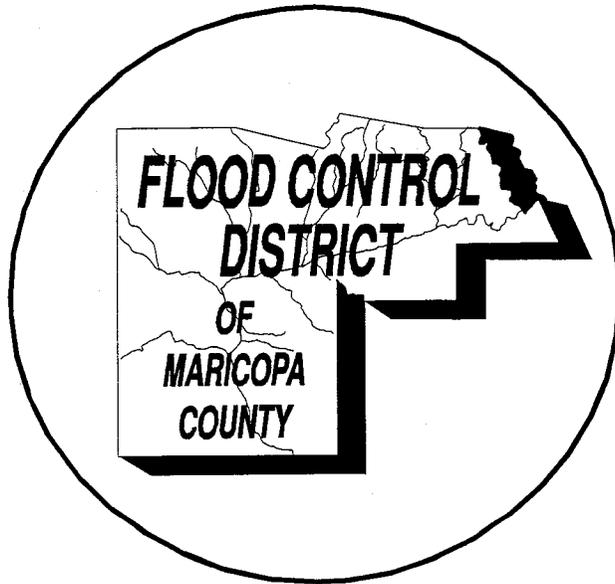


SUPPLEMENTARY GENERAL CONDITIONS

CONTRACT FCD 2000C031

**SOSSAMAN ROAD CHANNEL LANDSCAPE AND IRRIGATION
INSTALLATION**

PCN 108.01.30



SUPPLEMENTARY GENERAL CONDITIONS

CONTRACT FCD 2000C031

**SOSSAMAN ROAD CHANNEL LANDSCAPE AND IRRIGATION
INSTALLATION**

PCN 108.01.30

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

SOSSAMAN ROAD CHANNEL LANDSCAPE AND IRRIGATION INSTALLATION CONTRACT FCD 20000C031 PCN 108.01.30

SUPPLEMENTARY GENERAL CONDITIONS

SPECIFICATIONS

Except as otherwise amended in these Supplementary General Conditions and the Construction Special Provisions, this project shall be constructed in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Uniform Standard Details, dated 1998 including all revisions through 2000.

PRECEDENCE OF CONTRACT DOCUMENTS

This Contract and its designated documents, whether taken separately or together, are to be interpreted according to full intent, meaning, and spirit, and shall be deemed to mutually explain each other and to be descriptive of any materials to be furnished and the work to be performed under this Contract. In cases of any difference or discrepancy between the Contract documents, the order of precedence shall be a) Addendum to the Invitation for Bids, b) the Contract form, c) Supplementary General Conditions, d) Construction Special Provisions, e) Project Plans, and f) MAG Uniform Standard Specifications and Uniform Standard Details.

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 Planning and Project Management Division.
5. Change the definition for the phrase "Notice of Award" to a letter from the Flood Control District of Maricopa County advising Contractor that it is the successful bidder and the Flood Control District of Maricopa County has accepted its proposal.
6. Change the definition of the term "Owner" to the Flood Control District of Maricopa County, acting through its legally constituted officials, officers, or employees.

7. Whenever the word "District" is used in these Specifications, it shall mean the Flood Control District of Maricopa County.
8. 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.
9. 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, with all prices given in numerals. In case of a conflict between the unit bid price and the extension, the unit bid price will govern.

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. Following Notice of Award, no change of the subcontractors named therein will be made unless first approved in writing by Owner.

Subsection 102.7 - Irregular Proposals:

Add the following:

- (F) If the Maricopa County Minority/Women-Owned Small Business Enterprises Assurances Affidavit is not completed and submitted.
- (G) If any addenda are not acknowledged and attached.
- (H) If the Owner's bond forms are not utilized.
- (I) If the entire specifications document is not returned.
- (J) If the statement from the bidder's insurance carrier, as required by Subsection 103.6, is not included.

Subsection 103.6 - Contractor's Insurance:

Add the following:

A statement from the 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, and that it will execute the form of Certificate of Insurance included in the documents. 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, that names the additional insureds as set out in the Certificate. The Certificate shall also name the additional insureds as Certificate Holders. The types of insurance and the limits of liability shall be as indicated on the included form.

Subsection 103.6.1(D) - Contractor's Insurance:

Add the following:

Include additional insureds as indicated on the included Certificate of Insurance.

Subsection 103.6.2 - Indemnification of the Contracting Agency against Liability

Add the following:

Additionally, Contractor shall execute the Indemnification found in the Contract Documents.

Subsection 104.1 - Work to be done:

Add the following to 104.1.1:

The work consists of the installation of landscaping and supporting irrigation lines, and decomposed granite.

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

No utility relocations are anticipated during construction however, all utilities near the site are to be protected in place.

104.2.3 - Changes:

The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- A) Drawings, designs, or specifications;
- B) Method or manner of performance of the work;
- C) Owner-furnished facilities, equipment, materials, services, or site;
- D) Directing acceleration in the performance of the work.

Any other written or oral order from the Owner that causes a change shall be treated as a change order under this section provided that the Contractor gives the Owner written notification within two work days after receipt of such direction stating:

- A) The date, nature, and circumstances of the conduct regarded as a change;
- B) The particular elements of the contract performance for which the Contractor is seeking an equitable adjustment under this section, including any price or schedule adjustments;
- C) The Contractor's estimate of the time by which the Owner must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

The Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its provisions. Except as provided in this section, no order, statement, or conduct of the Owner shall be treated as a change or entitle the Contractor to an equitable adjustment. If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Owner shall make an equitable adjustment and modify the contract in writing. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to diligently continue performance. No proposal for the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

Subsection 104.2.4 - Cost Estimates or Price Proposals:

The Contractor and any lower-tier subcontractors shall submit itemized cost estimates or price proposals for any owner-directed change order or Contractor-initiated claim.

Cost estimates or pricing proposals shall be itemized to include direct labor by man-hours, individual craft, hourly wage rate and verifiable labor burden. Other direct costs shall include rental and operator rates for rented or owned equipment, material trucking expenses and other costs clearly identified and directly allocable to contract performance. Material costs shall be itemized by item description, quantity for each item, unit price per item, including applicable sales tax markup, and extended total price per item. The Contractor shall provide copies of material supplier quote sheets, invoices or purchase orders, as appropriate.

Lump sum cost estimates or price proposals shall be rejected and returned to the Contractor for itemization as described above. Failure of the Contractor to submit properly itemized cost estimates or price proposals shall not constitute an excusable delay and will result in a change order being unilaterally priced at the Owner's fair estimated price.

Subsection 104.2.6 - Value Engineering:

A) **General.** The Contractor is encouraged to voluntarily develop, prepare, and submit value engineering change proposals (VECPs). The Contractor shall share in any instant contract savings realized from accepted VECPs, in accordance with paragraph (f) below. The Owner reserves the right to make alterations to the contract, in accordance with procedures elsewhere within this contract. Such alterations will not be eligible for inclusion in any VECP.

B) **Definitions.**

Contractor's development and implementation costs means those costs the Contractor incurs on a VECP in developing, testing, preparing, and submitting the VECP as well as those costs incurred by the Contractor to make the changes required by the Owner's acceptance of the VECP.

Owner costs means those owner costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistical support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings means the estimated reduction in Contract cost of performance resulting from acceptance of the VECP, minus the allowable Contractor's development and implementation costs, minus subcontractors' development and implementation costs (see paragraph (g) below).

Value engineering change proposal (VECP) means a proposal that (1) requires a change to the contract; (2) results in reducing the contract price or estimated cost without impairing essential functions or characteristics; and (3) does not involve a change in deliverable end item quantities, schedule, or a change to the contract type.

C) **VECP Preparation.** As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change affects contractually required schedule and cost reporting, it shall be revised to incorporate proposed VECP modifications. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effects of the change on the end item's performance. All design changes must be submitted on 24"x 36" standard drawing sheets along with

supporting calculations. Each drawing sheet and at least the content sheet of the calculations shall be sealed by an Engineer registered in the State of Arizona.

- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revision.
 - (3) A separate, detailed cost estimate for the affected portions of the existing contract requirements and the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (G) below.
 - (4) A description and estimate of costs the Owner may incur implementing the VECP, such as test and evaluation and operating and support costs. This is an estimate based only on the Contractor's understanding of additional efforts to be expended by the Owner, should the VECP be accepted. The final cost will be determined by the Owner.
 - (5) A prediction of any effects the proposed change would have on collateral costs to the agency, i.e., costs of operation or maintenance.
 - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved and previous Owner actions, if known.
- D) **Submission.** The Contractor shall submit VECPs to the Owner's Engineer.
- E) **Owner Action.**
- (1) The Owner shall notify the Contractor of the status of the VECP within 15 calendar days after receipt from the Contractor. If additional time is required, the Owner shall notify the Contractor within the 15-day period and provide the reason for the delay and the expected date of the decision. The Owner will process VECPs expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
 - (2) If the VECP is not accepted, the Owner shall notify the Contractor in writing, explaining the reasons for rejection.
 - (3) The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Owner.
 - (4) Any VECP may be accepted, in whole or in part, by the Owner's award of a change order to this contract, citing this subsection. The Owner may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a change order incorporates a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Owner's decision to accept or reject all or any part of any VECP shall be final and not subject to disputes or otherwise subject to litigation.

F) **Cost Sharing.**

- (1) **Rates.** The Owner's share of savings is determined by subtracting the Owner's costs from instant contract savings and multiplying the result by 50 percent. The Contractor's share shall be the remaining 50 percent.
- (2) **Payment.** Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a change order to this contract to accept the VECP, reduce the contract price or estimated cost by the amount of instant contract savings, and provide the Contractor's share of savings by adding the amount calculated to the contract price.

- G) **Subcontracts.** The Contractor may include an appropriate value engineering clause in any subcontract. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Owner under this contract, but shall exclude any value engineering incentive payments; provided that these payments shall not reduce the Owner's share of the savings resulting from the VECP.

Subsection 105.1 - Authority of Engineer:

Add the following:

105.1.1 - Engineer's Evaluation: Engineer will be allowed ten (10) working days within which to evaluate each proposal or submittal made pursuant to subsections 105.3.1 and 106.4. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitutes proposed or submitted by Contractor pursuant to subparagraphs 105.3.1 and 106.4(B) and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the project) occasioned thereby. Whether or not Engineer accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each such proposed substitute item.

Subsection 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).

105.5.2 - Pre-Construction Meeting

After award of the contract, a pre-construction meeting shall be scheduled at a location and time (prior to mobilization and start of construction) to be agreed upon between the Owner and the Contractor. The Contractor shall make all necessary arrangements to have key personnel of his company and of his principal subcontractors present at the meeting. Each representative shall have authority to make commitments and act for his firm. The purpose of the pre-construction meeting is to discuss any specific concerns or potential problems that the Contractor is aware of, to provide general information appropriate to the contract, to identify responsible individuals for various functions within each organization, and to

develop tentative dates for the start of construction. The Contractor shall submit to the Engineer during the pre-construction meeting the following documents.

1. Material data safety sheets
2. Preliminary work schedule
3. Preliminary traffic control plan
4. Emergency telephone numbers
5. Signing authority letter
6. Name and telephone number of the certified safety professional

The pre-construction meeting will cover topics such as critical elements of the work schedule, payment application, and processing of invoices. Additionally, a scheduled start date for the work will be determined.

The Contractor shall be responsible to take minutes of the pre-construction meeting and distribute copies to all meeting participants. The meeting minutes shall be distributed within 48 hours of the meeting. At the subsequent construction progress meeting, the minutes will be attested or revised, as appropriate. The cost for attendance at the pre-construction meeting, and preparation and distribution of meeting minutes shall be incidental to the project and no extra payment will be made.

105.5.3 - Construction Progress Meetings

Construction progress meetings shall be scheduled weekly, or as considered necessary by the Owner. The Contractor shall make all arrangements to have key personnel of his company and of his principal subcontractors present at all progress meetings; representatives shall have authority to make commitments and act for their firms. The Contractor shall assume full responsibility to act for and commit any subcontractor employed by the Contractor, whether or not such subcontractor is represented at the meeting.

During the construction progress meeting the Owner's representative will act as chairman and will advise the Contractor of any administrative matters connected with the contract. The Contractor shall submit for review his two-week rolling schedule. The Contractor's representative at these meetings shall be prepared to discuss and resolve construction problems and concerns, material delivery and vendor data submittals status, construction progress as measured against the Contractor's accepted construction schedule and the Contractor's short range construction activities as provided on his two-week rolling schedule. The Contractor shall not be relieved of his responsibility to fulfill all of the terms of the contract as a result of any inferences drawn or suggestions made available at these meetings.

The Contractor shall be responsible to take minutes of the construction progress meetings and distribute copies to all meeting participants. The meeting minutes shall be distributed within 48 hours of the meeting. At the subsequent construction progress meeting, the minutes will be attested or revised, as appropriate. The cost for attendance at meetings, and preparation and distribution of meeting minutes shall be incidental to the project and no extra payment will be made.

Subsection 105.6 - Cooperation with Utilities:

Add the following:

An attempt has been made to determine the location of all underground utilities, drainage pipes, and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation(s) may be adjusted. The location of the underground and overhead utilities as shown on the plans is based on the best available information. The Contractor shall not assume that this represents an exact location of the line. No guarantee is made to the accuracy of the location shown on the plans. The Contractor shall determine for himself the exact location of all utilities. 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. There also exists the strong

likelihood that other abandoned older and undocumented underground utility and irrigation lines exist within the project area. Contractor shall contact Arizona Blue Stake (telephone number [602] 263-1100) a minimum of two (2) working days before beginning any underground work. In addition, Blue Stake notification(s) shall be maintained on a current basis.

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

Flood Control District of Maricopa County Mr. Fritz Huber	(602) 506-1501 or (602) 506-4728
City of Mesa Mr. Jim Nerbergall	(480) 644-2518
Cox Communications Mr. Scott Gusso	(623) 322-7210
Southwest Gas Mr. Geraldo Lopez	(602) 484-5306
US West (USW) Mr. John Aker	(602) 630-0496
Arizona Public Service Company (APS) Mr. Steve Goodman	(602) 371-6965
Salt River Project (SRP) Municipal Projects Mr. Al Baizel	(602) 236-0840

It shall be the responsibility of the Contractor to verify the location of all utilities prior to any construction activities in a particular area where such facilities may exist. All existing overhead and underground utilities shall be Protected-in-Place (P.I.P.) unless noted otherwise on the plans, these Supplementary General Conditions, and the Special Provisions.

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 the 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. The Engineer may decide what is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

- C) Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.
- D) If the final placement of a product will remain the property of the municipality or utility and/or owned by the municipality or utility, that entity is responsible for issuing written approval for any equivalent or "or-equal" products. The Contractor or Supplier will submit to that entity the request and documentation for written approval of a product substitution. The Contractor will provide the entity's written approval to the Engineer at the Pre-Construction Meeting.

Subsection 106.5 - Contractors Marshaling Yards:

Add the following:

The Contractor may establish a Contractor's Work Area (CWA) within the confines of the project limits. If additional space is required, the contractor shall make provisions with outside entities for such space. The Contractor shall obtain written approval from the property owner and provide such written approval to the Engineer.

The Contractor shall grade all construction yards, easements and limits of construction which are disturbed by construction or construction related activities to the lines and grades shown on the plans; or as a minimum, where no line or grade is shown, to a condition similar to or better than the pre-existing condition.

Subsection 107.2 - Permits: Replace with the following:

Contractor shall obtain all permits and licenses, including those required by the City of Mesa and Maricopa County and shall pay all charges, fees, taxes, and provide all notices necessary and incidental to the due and lawful prosecution of the work.

In particular the Contractor will obtain all necessary NPDES and SWPPP permits as required and in accordance with subsection 107.2.1.

Subsection 107.2.1 - NPDES Permit Requirements:

Add the following:

- 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 Owner during the pre-construction meeting and shall be subject to review by Owner prior to implementation.
- C. Contractor shall submit the completed and duly signed NOI forms no later than forty-eight (48) hours prior to the initial start of construction on the project to the following agencies:

Storm Water Notice of Intent (4203)
USEPA
401 M Street, SW
Washington, D.C. 20460

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

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

City of Mesa Environmental Programs
Lee Mendelzon, Senior Environmental Engineer
P.O. Box 1466
Mesa, AZ 85211-1466

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 Owner 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 Owner or the Contractor for Contractor's failure to comply with any of the requirements of NPDES General Permit of Arizona shall be borne by the Contractor.

- F. Upon project completion, acceptance and demobilization, Contractor shall submit its completed, duly executed NOT form to the EPA, with a copy to the Arizona Department of Environmental Quality at the address listed in Section (C) above, thereby terminating all NPDES permit coverage for the project. Contractor shall then surrender to Owner copies of the SWPPP, inspection information and all other documents prepared and maintained by the Contractor in compliance of the NPDES General Permit. Contractor shall retain the originals of such documents for a period of three (3) years following the completion of the project.

- G. The Lump Sum price for the SWPPP shall include all material, labor, and all other costs relating to the preparation, installation and maintenance of the SWPPP during project construction, including assuring proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. The Lump Sum price for the SWPPP shall be inclusive of all costs, and no additional claims shall be made by Contractor under any other specification provision of these documents, including Changed Conditions. Payment of fifty percent (50%) for this bid item shall be made at the beginning of the project, and the remaining payment made upon final completion and acceptance of the project, as per MAG 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.

Payment for NPDES/SWPPP permit requirements shall be made on the basis of lump sum for all work described in Subsection 107.2 .1 for:

ITEM 107-1 - NPDES/SWPPP PERMITS

Subsection 107.4 - Archeological Reports:

Add the following:

Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Contractor, or any person working on his behalf, shall be immediately reported to the Engineer. The Contractor shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Engineer. An evaluation of the discovery will be made by authorized personnel and the Engineer to determine appropriate actions to prevent the loss of significant cultural or scientific resources. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

Subsection 107.5 - Safety, Health and Sanitary 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 107.5.3 - Compliance with the Arizona Communication Standard:

Add the following:

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

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

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

Subsection 107.6.4 - Project Signs:

Contractor shall provide and install one project information sign, at a location to be determined by the Engineer, at the start of construction to inform the public of the forthcoming project, construction dates, and suggested alternate travel routes. The project sign shall include the names of all agencies participating in the project. The sign shall be constructed in accordance with the Project Sign Information drawing to be provided to the Contractor at the pre-construction meeting. The sign shall be installed at the location approved by the Engineer. The Contractor shall maintain the sign as necessary, and update the information as requested by the Engineer. Payment shall be made according to the allowance in the Bidding Schedule in installments of 50% upon installation, and the remaining 50% upon final payment for the work.

ITEM 107-2 - PROJECT SIGN ALLOWANCE

Subsection 107.8 - Use of Explosives:

Add the following:

Because of the proximity to residential and commercial areas, as well as major utilities, the use of explosives will NOT be permitted for any construction activities on the project.

Subsection 107.9 - Protection and Restoration of Property:

Add the following:

The Contractor shall protect-in-place all existing structures, fences and other features as identified on the plans.

The Contractor shall limit all construction activities to the right-of-way limits shown on the plans including dedicated street right-of-way, and shall not disturb any areas other than as required for construction as shown on the plans.

The Contractor will grade all Temporary Construction and Permanent Easement areas, and project areas which are disturbed during construction to the lines and grades shown on the plans, or as a minimum, where no lines and grades are shown, to a condition similar to or better than the pre-existing condition.

Subsection 107.10 - Contractor's Responsibility for Work:

Add the following:

- A) The Contractor shall take all necessary action to protect the public from the construction work area.
- B) The Contractor shall protect-in-place all existing fences along the project limits. Any fences damaged by the Contractor shall be replaced with "in-kind" fence at no cost to the project.

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 Notice to Proceed and complete all work within sixty (60) calendar days beginning the 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 schedule to Engineer for review before starting work using the Primavera or other similar software program that is acceptable to the Engineer. Weekly updates shall be submitted to Owner's Inspector at the weekly coordination meeting.

Contractor shall be solely responsible for the planning, scheduling, and execution of the work to assure timely completion of the project.

Subsection 108.4.1 - Contractor's Billing Schedule: The Contractor shall furnish the Engineer an Estimated Billing Schedule which shall include the estimated amount of each billing for the total project at the pre-construction conference, and thereafter at monthly intervals as agreed to between the Contractor and Engineer.

Subsection 108.5 - Limitation of Operations:

Add the following:

The normal workweek shall be 40 hours, Monday through Friday, and the work hours will be determined at the pre-construction meeting. This does not imply that this contract can be completed on time utilizing normal working-hours. The Contractor shall furnish sufficient forces and shall work such hours including night shifts and overtime operations as necessary to ensure the completion of the work within the time required. To work other than normal working hours, for other than emergency situations, the Contractor shall give the Engineer at least 24 hours advance written notification and receive written approval before working. The notification shall include: the working hours, the type of work to be performed, and the name of and a phone number for the person in charge. Should the Contractor elect to perform any work after regular working hours, on weekends, or legal holidays, any charges incurred by the Owner for inspection of the work, surveys or tests of materials will be deducted from monies due or to become due to the Contractor.

Subsection 108.9 - Failure to Complete on Time:

Add the following:

The actual cost per calendar day incurred by the District for 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 money due or to become due to the 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 the Engineer. Nothing contained in this provision shall prohibit the Owner from deducting from money due or to become due to the Contractor for any other costs incurred by the Owner directly attributable to the delay in completing this contract.

Subsection 109.2 - Scope of Payment:

Add the following:

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

The "complete-in-place" rate shall include, but not necessarily be limited, to all labor, material, and equipment costs for preparation, installation, construction, modification, alteration or adjustment of the items, which shall include all costs for salaries and wages, all payroll additives to cover employee benefits, allowances for vacation and sick leave, company portion of employee insurance, social and retirement benefits, all payroll taxes, contribution and benefits imposed by any applicable law or regulation, and any other direct or indirect payroll-related costs. The rate shall also include, but not necessarily be limited to, all costs for indirect charges or overhead, mileage, travel time, subsistence materials, freight charges for material to Contractor's facility or project site, equipment rental, consumables, tools, insurance to the levels specified in Section 103.6 CONTRACTOR'S INSURANCE, all applicable taxes, as well as Contractor's fee and profit. This rate shall further include all site clean-up costs and hauling of construction debris to disposal sites designated by the Engineer.

Payment will be made for only items listed in the proposal and will not be made in accordance with the measurement and payment provisions of the MAG Standard Specifications where this differs from the items listed in the proposal. All materials and work necessary for completion of this project are included in proposal items. Any work or materials not specifically referred to in these items are considered incidental to the item and are included in the unit price. **Payment shall not be made for unused materials.**

It is the responsibility of the bidders to contact all municipalities in the area to determine if they will charge Contractor sales taxes or any fees for work on this project. Contractor shall pay any such taxes or fees.

Subsection 109.7 - Payment for Bond Issue and Budget Projects:

(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) Add the following:

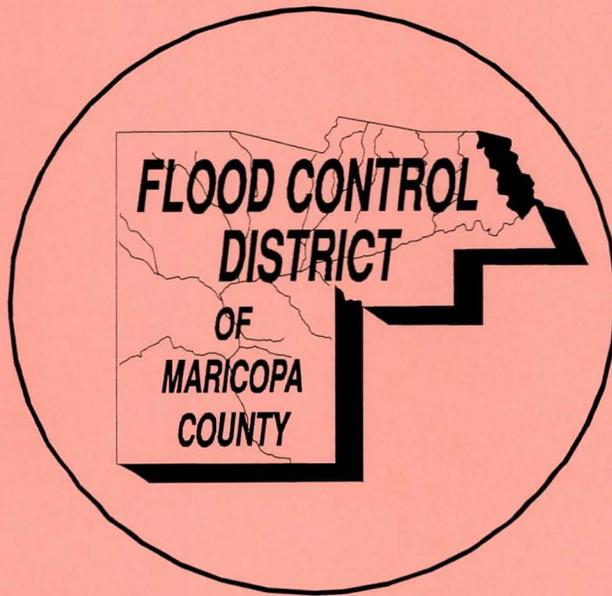
The final payment will be made to Contractor by Owner within thirty (30) days following receipt of Engineer's final estimate and receipt by Owner of Consent of Contractor's Surety to said final payment. If payment will be longer than thirty (30) days as aforesaid, Owner will provide Contractor specific written findings for reasons justifying the delay in payment.

(C) Contractor's pay estimates will be processed by Owner's Construction Branch on the week prior to the last day of the month.

Subsection 110 – Notification of Changed Conditions and Dispute Resolution:

Delete in its entirety and replace with the following:

The Contractor and Owner will follow the established rules of the Maricopa County Procurement Code.

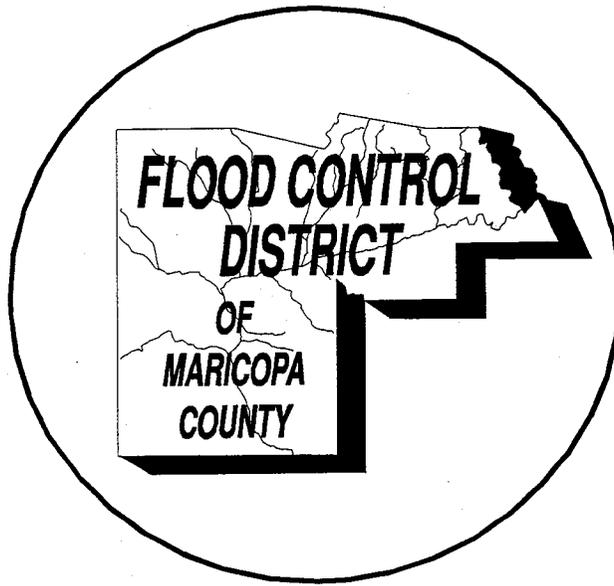


SPECIAL PROVISIONS

CONTRACT FCD 2000C031

**SOSSAMAN ROAD CHANNEL LANDSCAPE AND IRRIGATION
INSTALLATION**

PCN 108.01.30



SPECIAL PROVISIONS

CONTRACT FCD 2000C031

**SOSSAMAN ROAD CHANNEL LANDSCAPE AND IRRIGATION
INSTALLATION**

PCN 108.01.30

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

**SOSSAMAN ROAD CHANNEL
LANDSCAPE AND IRRIGATION INSTALLATION
CONTRACT FCD 2000C031
PCN 108.01.30**

SPECIAL PROVISIONS

SECTION 202 - MOBILIZATION

Add the following section: Subsection 202.1 – DESCRIPTION:

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, permits and licenses, and for all other work and operations that must be performed and costs incurred prior to beginning work on various items on the project site.

Subsection 202.1 – PAYMENT:

Payment shall be made on the basis of the lump sum price bid and shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all work involved as specified herein. The lump sum price bid shall not exceed three (3%) percent of the total project bid amount exclusive of mobilization and permits and licenses. No additional payment will be made for occupancy and services during periods of contract extension of time due to engineering changes or shutdowns.

ITEM 202-1 - MOBILIZATION

SECTION 424 – PARKWAY GRADING

Earthwork and grading shall conform to Section 424 of the MAG Uniform Standard Specifications except as modified herein.

Subsection 424.1 – DESCRIPTION:

Add the following:

Grading shall include all work necessary to construct earth berms at the locations identified on the project plans or as directed by the Engineer.

Material used to construct the earth berms shall conform to the requirements of SUBSECTION 795.2 – TOPSOIL.

Subsection 424.4 – PAYMENT:

Add the following:

Payment for ITEM 424-1 – EARTH BERM CONSTRUCTION shall be made on the basis of a lump sum price. Price bid shall include all labor, material, and equipment necessary to construct earth berms in accordance with the plans and special provisions.

ITEM 424-1 – EARTH BERM CONSTRUCTION

SECTION 430 – LANDSCAPING AND PLANTING

Landscaping and planting shall conform to Section 430 of the MAG Uniform Standard Specifications except as modified herein.

Subsection 430.1 - DESCRIPTION:

Add the following:

This section shall govern the preparation and planting of landscape areas required in the Plans and Specifications. Materials shall be in accordance with MAG Section 795.

Existing utilities and improvements not designated for removal shall be protected in place. The Contractor, at no additional cost to the Owner, will restore any utilities or improvements damaged by the Contractor to original or better condition.

Unless otherwise provided, tree and shrub plantings, irrigation systems, and other improvements shall be constructed after rough grading has been completed and prior to finish grading.

The work under this section shall consist of furnishing all labor, materials and equipment to install trees, palms, shrubs, and supporting irrigation system.

Subsection 430.2 - GENERAL:

Add the following:

The prospective Contractors are encouraged to visit the job site prior to bidding on this project, and to satisfy their concerns as to the magnitude of the work involved.

Furnish all labor, materials, equipment and incidental needs to install the landscape to the lines and details shown in the plans.

All materials and products shall conform to the requirements of the City Supplement to MAG Specifications Section 795.

Applicable publications listed below form a part of this specification to the extent referenced:

Arizona Nursery Association Growers Committee Recommended Tree Specification
(latest edition)

Perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State and local authorities in furnishing, transporting and installing materials as shown or for completing the work identified herein.

Water costs are the Contractor responsibility, until Final Acceptance or end of Plant Establishment, Guarantee, and Maintenance Period whichever is longer and the water meters are transferred to the City of Mesa.

All planting areas shall be left free of construction debris and/or toxic material and sub-graded to a level to permit landscape and irrigation construction. Trenches, foundation backfill or other filled excavations shall be compacted prior to the site being turned over to the landscape Contractor. No soil preparation or planting shall begin before the site has been cleared and cleaned of debris. Commencement of work indicates acceptance of job site conditions.

Cooperate and coordinate with other Contractors and trades working in and adjacent to landscape areas.

Determine location of underground utilities and perform work in a manner, which will avoid possible damages. The Contractor at no additional cost to the Owner will repair any damages. Hand excavate as required. Maintain stakes by others until parties concerned mutually agree upon removal. The Contractor must meet all requirements of the MAG Uniform Standard Specifications and Blue Stake.

Ship materials with Certificate of Inspection required by governing authorities.

If specified material is not obtainable, submit proof of non-availability, together with proposal for use of equivalent material, similar in appearance, ultimate height, shape, habit of growth and general soil requirements. The Contractor may make substitution of a larger size of the same species with approval by the Engineer. However, any additional cost for these substitutions will be borne by the Contractor. Before delivery, Certificates of Compliance shall be submitted, certifying that materials meet the requirements specified. Certified copies of the reports for the following materials shall be submitted:

1. Transporting of Cacti and Landscape Plant Materials (from the Arizona Department of Agriculture).
2. Soil Amendments and Conditioners.

Certification shall indicate; suppliers name, address, telephone number, date of purchase, name and technical description of item purchased, and quantity of each item purchased.

The Engineer reserves the right to take and analyze samples of materials for conformity to specifications at any time. Contractor shall furnish samples upon request. Rejected materials shall be immediately removed from the site at the Contractor's expense. The Contractor shall pay cost of removing materials not meeting specifications.

All herbicide / pesticide applicators shall be properly licensed for application of non-restricted use chemicals with an A-20 license or an A-21 license with Pesticide Endorsement from the State Registrar of Contractors and Structural Pest Control Commission. All Landscape Contractors are required to furnish a copy of their application from the Registrar of Contractors, which shall list the names of those employees, approved as applicators by the Registrar of Contractors. Application of non-restricted use pesticides shall not take place until the Engineer receives a copy of the application.

All non-paved areas, as directed by the Engineer, shall be treated with a chemical control, such as Round Up or Equal, to control and kill weeds. After weed kill has been established to the satisfaction of the Engineer, these areas shall be cleared and grubbed.

Finish grade for landscape areas shall not vary more than 1 inch from specified grade and cross section and shall be a smooth, uniform surface, free of abrupt grade changes or depressions. Finished soil grade, adjacent paving, curbs or headers shall be adjusted for surface materials.

During Landscape Work, keep pavements clean and work areas in orderly conditions. Sweep, scrub or hose affected areas as directed by the Owner's representative to maintain a clean and neat work area. There shall be no separate measurement or payment for this work. This cost shall be included in landscape bid items.

Protect Landscape Work and Materials from damage due to landscape installation, operations by other Contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat repair or replace Contractor-damaged work as directed by the owner's representative. Remove all debris, trash and excess materials generated by the landscape installation.

430.5.6 - Shrub and Tree Pits:

Delete the entire section and replace with the following:

Prior to plant layout, all grasses and weeds shall be removed from the planting areas. Payment for this removal shall be considered as part of the planting items.

The Contractor shall layout the planting pits in accordance with the project plans and control stationing along the channel edge using a starting location, methods, and markings approved by the Engineer. The planting layout shall be according to the project plans.

Deliver trees just prior to planting. If planting is delayed more than 6 hours after delivery, set trees in shade, protect from weather and mechanical damage. Keep roots moist. Water as often as necessary.

Prior to delivery of any species to the project site, the Contractor shall make the necessary arrangements with the Engineer for an inspection of the plant material. The Contractor will pay for travel to non-local Nurseries, out of the metropolitan Phoenix area, when requested by the Contractor. Any plants found to be unsuitable ingrowth or condition, or plants, which are not true to the specification, shall be removed and replaced with acceptable plants.

Within 30 calendar days of the Notice of Award, the Contractor shall furnish a complete "reserve list" of all the plantings needed for this project. The list shall include the confirmed nursery source for the planting stock, assuring the availability of each plant material and the size specified herein. The list shall include the species name, size and quantity of the plant material, the confirmed source for the plant material as evidenced by an invoice or contract with the confirmed source and the approximate date the plant material will be delivered to the jobsite. This "reserve list" shall be submitted in triplicate to the Engineer and approved by the Engineer and Roadside Development.

Approval of the "reserve list" by the Engineer does not relieve the Contractor of his responsibility for providing plantings that will pass the inspection required elsewhere in these Special Provisions.

The Contractor shall notify the Engineer at least 48 hours in advance for inspection of the plant material at the offsite location. Prior to notification of the Engineer, the Contractor shall physically verify that the plant material meet the size specified.

Prior to planting, a percolation test shall be performed on all tree-planting pits to determine adequate drainage. Fill pit half-full with water. Allow 24 hours to drain. If pit has not substantially drained, a caisson shall be installed. Each caisson shall have a four-foot (4') by 8-inch (8") diameter hole filled with 1-1/2 inch diameter crushed stone. Fill to bottom of pit. Adjust depth of caissons if ground water, caliche, or rock is encountered.

Do not prune prior to delivery unless otherwise approved by owner's representative. Do not bend or bind trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide adequate protection for root systems. Protect root balls from drying wind and sun.

The soil for backfilling the planting pits, except for cactus shall consist of a mixture of 70 percent soil excavated from the pits and 30 percent soil conditioner and amendments. Clods or stones exceeding 2" in diameter and foreign matter deemed objectionable by the Engineer will not be allowed. All excess soil excavated from the plant pits that has stones objectionable to the Engineer shall be disposed of off the project site in a manner acceptable to the Engineer. No additional payment will be made for this work.

Amendments shall consist of 25 pounds of agricultural gypsum, one pound of pure water degradable sulfur product for landscape use with a guaranteed analysis of: 80% Sulfur as (Free) Sulfur derived from elemental Sulfur, 3.5% Iron as Fe, derived from Iron Oxide, and 1.5% Manganese as Mn, derived from Manganese Oxide and nine pounds of slow release Isobutylidene diurea fertilizer 25-4-8 with each cubic yard of soil conditioner.

Amendments shall be inspected separately before adding to soil conditioner to ensure quality control. Pre-Packaging of Amendments is Prohibited.

The Contractor shall pay special attention to the infestation of any weeds and grasses. Either of these items found in the planting pits shall be grounds for immediate removal and disposal. The planting pit shall be excavated and inspected to assure complete eradication of any roots or rhizomes which may have grown into the area. All this work and material shall be the responsibility of the Contractor, at no additional cost to the Department.

All planting areas shall be graded as specified and required to facilitate proper watering of all material and to leave a generally smooth appearance after completion of planting.

Submit certification of contents, quantity and source to the Engineer for approval.

Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

Setting and Backfilling for Plants: Set plant material on layer of compacted backfill mixture, plumb and in center of pit or trench with top of ball at an elevation necessary to accomplish finished grade. Remove pallets or containers before backfilling. Do not handle container plants by foliage, branches or trunks. After removing plant from container, scarify side of root ball to eliminate root bound condition. Do not plant stock if root ball is cracked or broken. When set, place additional backfill mix around plant, brace and place fertilizer tablets, if specified on the drawings. Work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Fertilizer tablets when specified shall be added approximately 6" below grade at the following rate:

one-gallon container	1 tablet
five-gallon container	2 tablets
twenty-four inch box	4 tablets

Stake all trees per plans. Set stakes vertically and spaced to avoid penetrating balls or root masses. Place tree ties for maximum support with top tie above scaffold branches and second ties midway to the ground level. Avoid "rigid" restraint of tree and allow for some trunk movement. Stakes to be set into native soil.

Surface drainage of planting areas: Provide proper surface drainage of planted areas. Any discrepancy in the Plans or Specifications, obstructions on the site, or prior work done by another party which Contractor

feels precludes establishing proper drainage, shall be brought to the attention of the Engineer in writing for correction and relief.

Subsection 430.8 - PLANT GUARANTEE AND MAINTENANCE:

Add the following paragraphs:

Unless otherwise authorized, the Contractor shall maintain all landscape areas on a continuous basis as they are completed during the course of work and until final Plant Establishment Guarantee and Maintenance Acceptance. The Contractor shall provide adequate personnel to accomplish maintenance. Maintenance shall include keeping the landscape areas free of debris on a weekly basis, chemical control of weeds and fertilization as needed, cultivating the planting areas, and mowing of turf where lawns are part of the project. Make replacements within seven days of notification from the Engineer. Remove dead, damaged or vandalized plants within seven days of notification. Replacements shall be of the same kind and size as originally specified and shall be installed as described in the contract documents.

Plants shall be kept in a healthy, growing condition by watering, pruning, spraying, weeding and any other necessary operation of maintenance. Plant saucers and beds shall be kept free of weeds, grass and other undesirable vegetation. Plants shall be inspected at least once per week and appropriate maintenance performed. Pruning and restaking is to include removal of any growth conflicting with vehicular or pedestrian movement.

The Contractor shall maintain the irrigation system and make any necessary repairs regardless of cause to assure a complete and operational system as originally designed and constructed. Repairs shall be made within 48 hours of detection.

The Contractor shall request an inspection by the Engineer whenever completion of the planting and related work has been accomplished. After this initial inspection, and subject to his approval of work, the Engineer will issue a written field notification to the Contractor setting the effective date for beginning of the Plant Establishment Guarantee and Maintenance Period. This Period shall last for 120 days or as specified, unless extended by the Engineer. If the landscape areas are improperly maintained; if appreciable plant replacement is required (for whatever reason); if corrective work is required for the operation of the irrigation system; if turf areas or hydroseeded areas need reseeding or are not established; or if other corrective work is necessary; the Plant Establishment Guarantee and Maintenance Period shall be extended and the Contractor shall continue to maintain the entire site until accepted at no increased cost to the Owner.

At the end of the Plant Establishment Guarantee and Maintenance Period a final inspection will be performed. If, after inspection, the Engineer is of the opinion that all planting areas are weeds free, plant materials and turf are in satisfactory growing condition, and he will give the Contractor written Notice of Acceptance of the landscape installation. Any plants, which need to be replaced, regardless of the cause, shall be replaced prior to final acceptance.

There shall be no separate measurement and payment for the Plant Establishment and Maintenance Period. This cost shall be included in landscape bid items for: plant materials, and irrigation. Ten percent of the landscaping bid item amounts (Bid Items 430-1 through 430-6) will be withheld until the completion and acceptance of the Plant Establishment and Maintenance Period, at which time payment of these remaining monies will be made to the Contractor.

Subsection 430.10 - MEASUREMENT AND PAYMENT:

Payment for ITEM 430-1 - TREE (15 GALLON) shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install trees in accordance with the plans and special provisions.

ITEM 430-1 - TREE (15 GALLON)

Payment for ITEM 430-2 - PALM (6' HEIGHT), ITEM 430-3 - PALM (8' HEIGHT), and ITEM 430-4 - PALM (10' HEIGHT) shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install trees in accordance with the plans and special provisions.

ITEM 430-2 - PALM (6' HEIGHT)

ITEM 430-3 - PALM (8' HEIGHT)

ITEM 430-4 - PALM (10' HEIGHT)

Payment for ITEM 430-5 - SHRUB (5 GALLON) and 430-6 - SHRUB (1 GALLON) shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install shrubs in accordance with the plans and special provisions.

ITEM 430-5 - SHRUB (5 GALLON)

ITEM 430-6 - SHRUB (1 GALLON)

SECTION 440 - SPRINKLER IRRIGATION SYSTEM INSTALLATION

Sprinkler irrigation system installation shall conform to Section 440 of the MAG Uniform Standard Specifications except as modified herein.

Subsection 440.1 - GENERAL:

Add the following paragraphs:

440.1.2 DESCRIPTION:

The work shall consist of the installation of an irrigation system for all plantings. Examine areas and conditions under which work of this section is to be performed. Do not proceed with work until unsatisfactory conditions have been corrected.

The Contractor shall install all irrigation systems, lines, emitters, and other irrigation as shown on the plans. The irrigation system lines and emitters will be adjusted as required to accommodate the newly graded area contours. All new materials and hardware for irrigation lines, valves, emitters, etc. shall satisfy the requirements of Section 440 and Section 757.

Irrigation controllers will be installed to support the irrigation systems for the channels. This work includes the installation of two (2) - 1-1/2" water meters off existing water lines located adjacent to the Sossaman Road Channel. The Contractor shall install the water meters provided by the City of Mesa (no development fee charges will be assessed). The Contractor shall order the water meter from Public Works Water Service Installation at (480) 644-2231. If the Contractor requests the City to perform the service tap, the Contractor shall pay related charges.

Due to the scale of the drawings, it is not possible to indicate all offsets fittings and sleeves which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such offsets, fittings and sleeves as may be required to meet such conditions. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

440.1.3 REFERENCES:

Conform to the requirements of reference information listed below except where more stringent requirements are shown or specified in the Contract Documents.

- A. American Society of Testing Materials (ASTM) - Specifications and Test Methods specifically referenced in this Section.
- B. Underwriters Laboratories (UL) - UL Wires and Cables.

440.1.4 QUALITY ASSURANCES:

Licensed and bonded plumber(s) shall execute work-involving plumbing for installation of copper piping, backflow preventers, and related work. Secure a permit at least 48 hours prior to start of installation.

Tolerances: Specified depths of mains and laterals and pitch of pipes are minimums. Settlement of trenches is cause for removal of finish grade treatment, refilling, recompaction, and repair of finish grade treatment.

Coordinate work with other trades.

For period of one year from Final Acceptance, guarantee/warranty irrigation materials, equipment, and workmanship against defects. The Contractor shall replace any pavement damage resulting from the installation of the irrigation system and repair damage to grading, soil preparation, or planting at no additional cost to the Owner. The Contractor shall make repairs within 3 days following notification by the Engineer.

440.1.5 SUBMITTALS:

440.1.5.1 Shop Drawings And Product Information: Prepare and make submittals in accordance with conditions of the Contract, and as follows: A minimum of ten days prior to beginning work on the irrigation system the Contractor shall submit six (6) copies of manufacturers literature including name and numbers covering materials listed below and any other items requested by the Engineer. Do not order materials until the Engineer approves products.

Items to be submitted:

Pipe	Controller
Fittings and Solvents	Wire and Connectors
Gate Valves	Emitters
Valve Boxes	Pressure Regulating Valves
Control Valves	Backflow Preventer and Enclosure

All items shall be those specified and approved by the Engineer. Substitutions will not be allowed without approval.

440.1.5.2 Record Drawings: The Contractor shall maintain an accurate set of as-built plans on site. At the end of each day, work accomplished shall be updated on the as-built plans. The Contractor shall dimension from two permanent points of reference, building corners, sidewalk, or road intersections, etc., the location of the following:

- A. Connection to existing water lines
- B. Connection to existing electrical power

- C. Gate valves
- D. Routing of Sprinkler pressure lines (dimension at a minimum of 100 feet along routing)
- E. Control valves
- F. Routing of control wiring
- G. Other related equipment as directed by the Engineer

The above-mentioned equipment and stock shall be turned over to the Owner at the conclusion of the project. Before final inspection evidence that the Owner has received this material must be shown to the Engineer.

The Contractor shall also indicate any non-pressure pipe routing changes on the as-built drawings.

Before the final inspection, the Contractor shall deliver to the Engineer one copy of the as-built plans to review. Delivery of this set of plans does not relieve the Contractor of the responsibility of furnishing required information that may be requested by the Engineer. The Contractor shall make corrections noted and submit final as-built plans to the Engineer for approval and acceptance. The Engineer will not certify payment requests or make final payment if as-built plans are not current or complete.

440.1.5.3 Controller Charts: The Engineer shall approve As-Built drawings before controller charts are prepared. The chart shall show the area controlled by the automatic controller and shall be the maximum size, which will fit inside the controller door, and still be legible. Identify the area of coverage of each remote control valve, using a distinctively different color, drawing over the entire area of coverage. Following review of the charts by the Engineer, they shall be hermetically sealed between two layers of 20-mm thick plastic sheets. These charts shall be completed and approved prior to final inspection of the irrigation system.

440.1.5.4 Operation and Maintenance Manuals: Submit 4 operation and maintenance manuals to the Engineer for review prior to final acceptance. The manuals should include the complete technical description of materials and products used, guarantee statement, complete operating and maintenance instructions on all major equipment. Contractor to provide a demonstration to maintenance personnel, with owners representative present, of how to adjust and maintain all sprinkler head types, controller functions, and recommended controller programs, as established by the Contractor. Contractor also to review recommended watering rates for new plant materials.

440.1.5.5 Equipment to be furnished: All materials to be new and bear the appropriate National Association seal of approval for example, NSF, UL, etc. Similar units shall be procured from the same manufacturer and internal parts shall be common and interchangeable. Parts listing and source replacement will be furnished to the Engineer.

Equipment to be furnished:

- A. Two five foot valve keys for operation of gate valves.
- B. Two valve box keys or wrenches.

Extra Stock to be furnished:

- A. Five emitters of each type used

440.1.6 PERMITS:

All permits for installation or construction of the work included under this section, which are required by legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. He shall also arrange for and pay all costs in connection with any inspections and examinations required by these authorities.

Subsection 440.5 TRENCH EXCAVATION AND BACKFILL:

Add the following paragraphs:

Trenches and other excavations shall be sized to accommodate the irrigation system components, conduit, and other required facilities. Additional space shall be provided to assure proper installation and access for inspection. Unless otherwise specified, the minimum depth of cover over pipelines and conduits shall be as follows:

- | | |
|--|-----------|
| A. Electrical conduit - | 18 inches |
| B. Waterlines continuously pressurized - | 18 inches |
| C. Lateral sprinkler lines - | 12 inches |
| D. Plastic lines under pavement - | 24 inches |

The bottom of the trenches shall be true to grade and free of protruding stones, roots or other matter, which would prevent proper bedding of pipe or other facilities. Where ledge rock, hardpan, or boulders are encountered, the trench bottom shall undercut and filled with sand or fine-grained material approved by the Engineer.

Clearances:

- A. Piping three (3) inches and larger, minimum trench width of twelve (12) inches.
- B. Piping smaller than three (3) inches, minimum trench width of seven (7) inches.
- C. Provide not less than six (6) inches of clearance between each line, and not less than twelve (12) inches of clearance between lines of other trades, to permit service or replacement without disturbing the other line.

Grading and Stockpiling of trenched materials shall comply with Section 601.2.8.

Subsection 440.6 PIPE INSTALLATION:

Add the following paragraphs:

Provide pipes, schedule and size as shown on the drawings and per Section 757.

Mark with powdered lime, routing of pressure supplies line and stake locations of various components, controller, backflow preventer, pressure regulators, and control valves. Unless otherwise specified, the irrigation system layout shall be considered schematic. Preliminary adjustments to conform to actual site conditions shall be accomplished during staking. Should changes be required the Contractor shall obtain approval of the Engineer prior to actual work being performed. Utility connections, both water and electrical, shall be as shown on the plans or as designated by the utility concerned.

Snake pipe in trench as much as possible to allow for expansion and contraction. Provide a firm, uniform bearing for the entire length of each pipeline to prevent uneven settlement. Installation of pipe shall be installed in accordance with ASAE Standard: ASAE 376. Pipe shall be clean prior to installation and shall be maintained in that condition during installation. When pipe lying is not in progress, the open ends of the pipe shall be closed by approved means.

Sand bedding or fine-grained material shall be provided where ledge rock, hardpan, or boulders are encountered. Compact bedding material to provide a minimum depth of bed between pipe and rock of four (4) inches.

Solvent welded joints shall be made in accordance with ASTM D-2855, and the type of solvent and primer recommended by the pipe manufacturer shall be used. Primer and solvent shall be applied to the pipe ends in such a manner that no material is deposited on the interior surface or forced into the interior of the pipe during insertion. Excess solvent on the exterior of the joint shall be wiped clean immediately after assembly. The pipeline will not be exposed to water for at least twelve (12) hours after the last solvent welded joint has been made.

Schedule 80 pipe shall be used for threaded joints. Field threading shall be accomplished in the same manner as specified for steel pipe, except that a plug will be installed in the bore of the pipe prior to threading to prevent distortion. Solvent will not be used on threaded pipe. Threaded joints shall be hand tightened with final tightening as necessary to prevent leaks with a strap wrench.

The pipe shall be protected from damage during assembly. All vises shall have padded jaws and only strap wrenches will be used. Any plastic pipe, which has been nicked, scarred, or otherwise damaged, shall be removed and replaced. Care shall be exercised so that stress on a previously made joint is avoided.

When PVC to metal pipe connectors are required, these connections shall be accomplished first. A plastic adapter with external pipe threads should be used, screwing it into the metal internal pipe threads. Use a non-hardening pipe dope, such as Permatex #2, or equal, on all plastic to metal threaded joints. The joint shall be hand-tightened. Utilize a light wrench, as necessary, to prevent leaks.

Pipe shall be bedded in at least four (4) inches of finely graded native soil or sand to provide a firm, uniform bearing. After laying, the pipe shall be surrounded with additional finely grained native soil or sand to at least four (4) inches over the top of the pipe.

Bedding sand shall be required when site conditions dictate and clean backfill meeting the specifications is not available. It shall also be required under asphalt and concrete pavements such as roadways, parking surfaces and plazas.

Trench backfill, sufficient to anchor the pipes, may be deposited before pipeline pressure testing, except that joints shall remain exposed until satisfactory completion of testing.

Trenches and excavations shall be backfilled with clean material from excavations. Remove organic material as well as rocks larger than one (1) inch in diameter. Place acceptable backfill material in lifts, the height of which shall not exceed that which can be effectively compacted, depending on the type of equipment and methods used. Trenches and excavations shall be backfilled so that the specified thickness of topsoil is restored to the upper part of the trench. Compaction shall be in accordance with Section 301. Water settling of the trenches will not be permitted unless approved by the Engineer.

Piping located under asphalt, concrete, or other pavements shall be sleeved, size and schedule as noted on the plan. If not noted, sleeves shall be Schedule 40, sized to easily accommodate piping. Use separate sleeve for wiring.

Boring will be permitted only where pipe must pass under obstructions, which cannot be removed, or when approved by the Engineer. When any cutting or removal of asphalt and or concrete work is

necessary, it shall be saw cut in accordance with Section 601. Permission to cut asphalt or concrete shall be obtained from the Engineer. When piping on the drawings is shown in paved areas, but running parallel and adjacent to planted areas, the intent of the drawings is to install the piping in the planted area.

Subsection 440.7 VALVES, VALVE BOXES, AND SPECIAL EQUIPMENT INSTALLATION:

Add the following:

Backflow Preventer Assembly: The Backflow Prevention assembly shall be installed per the details shown on the drawings and associated governing code requirements. The irrigation system shall not be operated until the assembly has been tested and certified to meet the requirements of the City of Mesa Water and Wastewater Department - Water Quality Section.

After the backflow assemblies have been properly installed by the Contractor and approved by Development Services Department - Building Safety Branch, the Contractor shall pay for testing and be responsible for having the assembly tested by a certified backflow prevention assembly tester, approved by the City. The tester shall prepare test report(s), showing the condition of the assemblies and confirming that the assemblies are properly functioning. It is the Contractors responsibility to submit the forms to the Engineer and to Water Quality Division, Backflow Prevention Unit. Final acceptance will not be given until the Engineer approves the reports.

Valves, Pressure Regulators, and Related Accessories shall be installed as shown on the plans, or as specified. They shall be installed in a normal upright position unless otherwise recommended by the manufacturer, and shall be readily accessible for operation, maintenance and replacement. The equipment shall be set at a sufficient depth to provide clearance between the valve box cover and the valve handle, cap, or key for operation of the system.

Gate Valves and Isolation Valves shall be installed below ground and shall be housed in a concrete or plastic pipe, with bolt down locking cover that will permit access for servicing. The pipe shall be centered on the valve stem. Isolation valves shall not be located within range of the sprinklers they control without approval of the Engineer.

Valve Boxes: Install one valve box for each type of valve installed as shown on the plans, or specified unless directed otherwise by the Engineer. Install gravel sump after compaction of all trenches. Place final portion of gravel inside valve box after valve box is backfilled and compacted.

Set valve boxes to the finish grade specified, or as follows:

- A. In non-irrigated areas set box one-half (1/2) inch above finish grade.

The valve boxes shall be branded with the controller letter and station number of the contained valve. The letter and number size shall be no smaller than one (1) inch and no greater in size than one and one-half (1-1/2) inches. Depth of branding shall not be more than one-eighth (1/8) inch into the valve box lid. All labeling shall be neat and legible.

Subsection 440.8 SPRINKLER HEAD INSTALLATION AND ADJUSTMENT:

Add the following:

(D) Emitters. Install emitters where indicated on the drawings, staked and approved. Emitter heads shall be installed as detailed.

Subsection 440.9 AUTOMATIC CONTROL SYSTEM INSTALLATION:

Add the following:

The Controller and accessories shall be installed at the locations designated and per the details shown on the contract documents. Submit shop drawing showing the equipment and sleeving for approval by the Engineer.

All distribution wire shall be as specified in section 440.6.5. Provide slack and tape controller wire in neat bundles. The foundation for the controller, unless wall mounted, shall be Class B concrete of the size shown on the plan or as recommended by the manufacturer. Stub out all conduits for control wiring 2 feet beyond concrete slab or walls and provide bushings for all conduits. All RGS conduit in contact with earth shall be taped with scotchwrap, or equal, #50 minimum thickness 40 mils.

Wire splices shall be located only in specified pull boxes and shall be made with a packaged kit approved for underground use. Pull boxes shall be plastic with locking covers set to proper elevation on a 6 inch layer of crushed rock or washed gravel.

Low Voltage Control Wiring issuing from the controller shall be direct burial, type UF, No.12 AWG copper, unless otherwise required and installed in main or lateral waterline trenches wherever practical. Install common ground wire and one control wire for each remote control valve. Multiple valves on a single control wire are not permitted. Install two (2) control wires along the entire length of the mainline. The wiring shall be bundled and secured to the lower quadrant of the irrigation pipeline at 10-foot intervals with plastic electrical tape. Sufficient slack shall be left in the wiring to provide for expansion and contraction. When control wiring cannot be installed in the pipe trench it shall be installed a minimum of 18 inches below finish grade. Attach wire markers to the ends of the control wires and label valve stations at controller locations.

All pilot or "hot" wires are to be of a different color and all common wires are to be of another color. If multiple controllers are being utilized, and wire paths of different controllers cross both common and control wires, from each controller, shall be of different colors.

Splices in control wire shall be made in accordance with the requirements for Service Wire. Sufficient slack shall be left at each splice and point of connection in pull boxes so that in case of repair the valve bonnet or splice may be brought to the surface without disconnecting the wire. No splices shall be permitted under pavements.

All wiring shall be tested for continuity, open circuits, and unintentional grounds prior to connecting the equipment. All controllers shall be grounded independent of any other controller as recommended by the controller manufacturer and all valves shall be connected to the ground wire of their controller. A separate hot wire to its controller shall connect each valve.

Two spare #12 AGW wire shall be installed from the controller pedestal of terminal along entirety of pressure lines to last electric control valve on each and every leg of mainline. Color of spare wire to be green in all controllers. Loop spare wire inside all valve boxes.

Subsection 440.10 FLUSHING AND TESTING:

After completion and prior to the installation of any terminal fittings, the entire pipeline system shall be thoroughly flushed to remove all foreign material. After flushing, the following tests shall be conducted in the sequence listed below. The Contractor shall furnish all equipment, materials, and labor necessary to perform the tests and all tests shall be conducted in the presence of the Engineer.

Pipeline Pressure Test: A water test shall be performed on all pressure mains. Pressure mains shall be tested with all control valves installed and in the closed position. The constant test pressure and duration of the test shall be for 6 hours at 125 psi. Any leaks, which occur during the test period, will be repaired immediately following the test. The pressure mains will then be retested until accepted by the Engineer.

Emitter Test: This test shall be performed after emitters have been installed and shall demonstrate that each section or zone in the irrigation system provides adequate coverage of the areas serviced. The Contractor shall correct any deficiencies in the system.

Operational Tests: The Contractor shall adjust or replace any type of emitter or equipment to ensure proper distribution of water throughout the course of the Plant Establishment Guarantee and Maintenance Period.

Arrange for a preliminary walk-through with the Engineer, when the entire system is operational. Operate each zone in its entirety, additionally, open all valve boxes and expose items covered, if directed. Generate a list of items to be corrected and make adjustments, "fine tuning" the entire system by regulating valves and setting pressure regulators at proper and similar pressure to provide optimum and efficient coverage.

Arrange for a Substantial Completion walk-through when all items generated from the preliminary walk-through have been corrected. Items deemed not acceptable by the Engineer shall be reworked to complete satisfaction. The maintenance period will not begin unless authorized by the Engineer. All accessories, charts, record drawings and equipment, as required, will be provided before scheduling the Final walk-through.

Following the Landscape Maintenance Period a Final walk-through inspection will be scheduled to review the system and make adjustments to the watering schedules.

Subsection 440.11 - MEASUREMENT AND PAYMENT:

Payment for ITEM 440-1 – REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY (1-1/2") shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install the Reduced Pressure Backflow Prevention Assembly (Reduced Pressure) (1-1/2") in accordance with the plans and special provisions.

ITEM 440-1 – REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY (1-1/2")

Payment for ITEM 440-2 – REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY ENCLOSURE shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install the Reduced Pressure Backflow Prevention Assembly Enclosure in accordance with the plans and special provisions.

ITEM 440-2 – REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY ENCLOSURE

Payment for ITEM 440-3 – EMITTER (ASSEMBLY) (MULTI-OUTLET) shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install the EMITTER (ASSEMBLY) (MULTI-OUTLET) in accordance with the plans and special provisions.

ITEM 440-3 – EMITTER (ASSEMBLY) (MULTI-OUTLET)

Payment for ITEM 440-4 – PRESSURE REGULATOR RISER shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install the PRESSURE REGULATOR RISER in accordance with the plans and special provisions.

ITEM 440-4 – PRESSURE REGULATOR RISER

Payment for ITEM 440-5 – SOLATROL IRRIGATION CONTROLLER (SOLAR) shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install the SOLATROL IRRIGATION CONTROLLER (AUTOMATIC) in accordance with the plans and special provisions.

ITEM 440-5 – SOLATROL IRRIGATION CONTROLLER (SOLAR)

Payment for ITEM 440-6 – REMOTE CONTROL VALVE (DRIP) (ELECTRIC) (1") shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install the REMOTE CONTROL VALVE (DRIP) (ELECTRIC) (1") in accordance with the plans and special provisions.

ITEM 440-6 – REMOTE CONTROL VALVE (DRIP) (ELECTRIC) (1")

Payment for ITEM 440-7 – GATE VALVE (1-1/2") shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install the GATE VALVE (1") in accordance with the plans and special provisions.

ITEM 440-7 – GATE VALVE (1-1/2")

Payment for ITEM 440-8 – PIPE (PVC) (3/4") SCHEDULE 40, ITEM 440-9 – PIPE (PVC) (1") SCHEDULE 40, and ITEM 440-10 – PIPE (PVC) (1-1/2") SCHEDULE 40 shall be made on the basis of the price bid per lineal foot. Price bid shall include all labor, material, and equipment necessary to install the PVC pipe in accordance with the plans and special provisions.

ITEM 440-8 – PIPE (PVC) (3/4") SCHEDULE 40

ITEM 440-9 – PIPE (PVC) (1") SCHEDULE 40

ITEM 440-10 – PIPE (PVC) (1-1/2") SCHEDULE 40

Payment for ITEM 440-11 – WATER SERVICE CONNECTION shall be made on a lump sum basis. Price bid shall include all labor, material, equipment, permit fees, utility inspection and hookup fees, and service establishment fees necessary to install the WATER SERVICE CONNECTION in accordance with the plans and special provisions.

ITEM 440-11 – WATER SERVICE CONNECTION