

CONSTRUCTION SPECIFICATIONS

FOR

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

FCD CONTRACT NO. 92-35
GUADALUPE CHANNEL-SOSSAMAN BOX CULVERT

Prepared By:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY



(Engineer's Seal)

Recommended By: Edward A. Raleigh Date: 1/7/93
Edward A. Raleigh, P.E., Chief
Engineering Division

Approved By: Stanley L. Smith, Jr. Date: 1-7-93
Stanley L. Smith, Jr., P.E.
Acting Chief Engineer and General Manager

SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979
AND REVISIONS AND SUPPLEMENTS THERETO.

A308.501

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ATTENTION

ALL PROSPECTIVE BIDDERS

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

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

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

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

Please submit your bids accordingly.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT 92-35

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(Area to left reserved for
Engineer's Seal)

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

BID OPENING DATE: February 4, 1993

LOCATION:

This project is located in East Mesa at Sossaman and Guadalupe Roads.

PROPOSED WORK:

This project provides for the construction of approximately 500 feet of concrete lined channel and includes modification of the Box Culvert at Sossaman Road, installation of additional barrels at the Box Culvert and installation of sleeves and headwalls.

BIDS:

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

ELIGIBILITY OF CONTRACTOR:

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

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

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

CONTRACT TIME:

All work on this Contract is to be completed within ninety (90) calendar days after date of Notice to Proceed.

MBE/WBE PARTICIPATION:

For this contract, a goal of twenty (20) percent MBE /WBE is established for Minority/Women-Owned Business Enterprises. Instructions and required forms are included in the Minority and Women-Owned Business Enterprise Contracting Requirements section. The Maricopa County Minority and Women-Owned Business Enterprise Program, effective January 1, 1992, is incorporated by reference.

PRE-BID CONFERENCE:

A pre-bid conference will be held on January 20 , 1993 at 2:00 p.m. in the Flood Control District conference room, 2801 West Durango Street, Phoenix, Arizona 85009. It is in the best interest of prospective bidders to attend the Pre-bid Conference.

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

PROJECT PLANS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS:

Plans and Construction Specifications may be obtained from Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona 85009 upon payment of \$20.00 by check, payable to the FLOOD CONTROL DISTRICT of MARICOPA COUNTY. This payment will not be refunded. Mail orders for project documents must include an additional \$7.50 for first class U.S. postage and handling. The total \$27.50 will not be refunded. Regardless of circumstances, we cannot guarantee mail delivery. Each bid must be accompanied by a Bid Bond, cashier's or certified check or postal money Order equal to 10 percent (10%) of the bid, made payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY as a guarantee that if the work is awarded to the bidder, the bidder will within ten (10) days of receipt of the Proposal Acceptance, enter into proper contract and bond condition for the faithful performance of the work, otherwise, said amount may be forfeited to the said BOARD OF DIRECTORS as liquidated damages.

All bids are to be marked in accordance with Section 102.9 of the 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.

As provided for in the Agenda Information Form authorizing the Invitation to Bid.

PRINCIPLE ITEMS AND APPROXIMATE QUANTITIES

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
505-1	1742	CY	Class "AA" Concrete, 4,000 psi
505-2	185	CY	Class "B" Concrete, 2,500 psi
505-3	292,340	LBS	Reinforcing Steel

PROPOSAL

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

Gentlemen:

The following Proposal is made for constructing _____ in the County of Maricopa, State of Arizona.

The following Proposal is made on behalf of

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

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

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

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

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

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Sureties within ten (10) days of receipt of Notice of Proposal acceptance, **TIME BEING OF THE ESSENCE**. The Undersigned further proposes to begin work as specified in the Contract attached hereto, and to complete the work within ninety (90) **calendar days** from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors, each in an amount equal to one hundred percent of the contract amount. This Bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bonds and Sureties to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled.

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

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

Addendum No. _____ Dated _____

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

IF BY AN INDIVIDUAL:

(NAME - TITLE)

(ADDRESS)

DATE

(PHONE)

IF BY A FIRM OR PARTNERSHIP:

(FIRM NAME)

(FIRM ADDRESS)

BY: _____
(NAME - TITLE)

(PHONE)

DATE

** Name and Address of Each Member:

** The name and post office address of each member of the firm or partnership must be shown.

IF BY A CORPORATION:

(CORPORATE NAME)

(CORPORATION ADDRESS)

BY: _____

(PHONE)

TITLE: _____

DATE _____

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

(PRESIDENT)

(ADDRESS)

(SECRETARY)

(ADDRESS)

(TREASURER)

(ADDRESS)

* The name of the State under which the laws of the Corporation was chartered and names, title, and business address of the President, Secretary, and Treasurer must be shown.

SUBCONTRACTOR LISTING

As required in Section 102.6 of the Supplementary General Conditions, the following is a listing of Subcontractors and material suppliers that are to be used in the event the undersigned should enter into contract with the Owner. This is not an exhaustive or inclusive list, however, no change in the subcontractors listed will be made unless first approved by the Owner.

(Signature) _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its proposal for FCD 92-35, Guadalupe Channel-Sossaman Box Culvert.

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

Signed and sealed this _____ day of _____, A.D., 1993.

AGENCY OF RECORD, STATE OF ARIZONA

PRINCIPAL

AGENCY ADDRESS

BY:

TITLE:

SURETY

BY:

TITLE

BOND NUMBER _____

ATTACH SURETY POWER OF ATTORNEY

VERIFICATION OF LICENSE

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

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

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

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

DATE: _____

SIGNATURE OF LICENSEE: _____

COMPANY: _____

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

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

1. All MBE/WBE firms used in attainment of the goal must be certified with the Maricopa County Minority Business Office (MBO). The MBO is located at 100 West Clarendon, Suite 1420, Phoenix, Arizona 85013, telephone 506-8653. In addition, only those firms certified at least five (5) calendar days prior to the bid opening will be considered in the attainment of the goal.
2. Prime contractor subcontracts to MBE or WBE:
The MBE/WBE amount to be applied to the goal will be based on that portion (dollar value) of the contract that the MBE/WBE performs. For example, if a prime contractor subcontracts work amounting to \$100,000 of a contract for which the total project cost is \$1,000,000. the MBE/WBE participation will be credited as 10 percent.
3. Prime Minority Contractor:
An MBE/WBE prime contractor will be credited with the MBE/WBE participation for that portion of the contract which they themselves perform plus that portions subcontracted to other MBE/WBE firms. For example, if an MBE/WBE prime contractor proposes to perform 50 percent of a project quoted at \$1,000,000 and subcontracts 25 percent to an MBE firm and 25 percent to a non-MBE/WBE firm, MBE/WBE participation will be credited as 75 Percent, or \$750,000.
4. Minority-Non-Minority Joint Venture:
A joint venture consisting of MBE/WBE participation and non-MBE/WBE business enterprises, functioning as a prime contractor, will be credited with minority participation on the basis of the percentage of profit accruing to the MBE/WBE firm. For example, if a MBE/WBE and non-MBE/WBE joint venture proposes to perform 50 percent of a \$1,000,000 project and 50 percent of the joint venture profits (\$500,000) are to accrue to the MBE/WBE partner in the joint venture, MBE/WBE participation will be credited at 25 percent or \$250,000.
5. Lower Tier Non-MBE/WBE Participation:
MBE/WBE subcontractors proposing to further subcontract to non-MBE/WBE contractors shall not have that portion of subcontracting activity considered when determining the percentage of MBE/WBE participation.
6. MBE/WBE Suppliers:
Any MBE/WBE supplier that manufactures or substantially alters the material or product it supplies will have that portion of activity considered when determining the percentage of MBE/WBE participation.
7. MBE/WBE Trucking:
Credit for trucking by MBEs or WBEs will be the amount to be paid when the MBE or WBE trucker will perform the trucking with his/her trucks, tractors, and employees or when a MBE or WBE trucking broker has signed agreements with MBE and WBE truckers.

B. Required forms:

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

A SAMPLE of the second affidavit, the "Actual MBE/WBE Participation Affidavit", is provided for information purposes. This form with actual information must be returned by the first and second low bidders by 4:00 p.m. on the seventh calendar day after bid opening. The Affidavit will list the MBE/WBE participation by MBE/WBE firm name and the related dollar value of the MBE/WBE contract. The information in this Affidavit is binding on the contractor, to the extent that any amounts may be increased and not decreased, and that if any listed MBE/WBE's are unable to enter into a subcontract with contractor, the contractor will provide a written report to the Procurement Officer through the Owner's representative.

C. Good Faith Efforts:

Bids which fail to meet MBE or WBE minimum goals at levels which equal or exceed established goals may be considered nonresponsive unless good faith efforts can be determined. Only MBE and WBE firms certified by Maricopa County five (5) calendar days prior to the bid submittal date, and which will perform a commercially useful function will be counted toward meeting the participation goals. Any portion of the work that a proposed MBE or WBE firm will subcontract to other than another certified firm, regardless of tier, will not be counted toward the applicable goals.

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

Reasonable "good faith" efforts expected could include but are not limited to:

1. Written notification to MBEs and WBEs that their participation in the contract is solicited.
2. Selection of portions of the proposed work which can be performed by MBE and WBE firms with a provision providing that they are generally competitive.

The County Minority Business Office (MBO) will assist prime contractors in identifying possible qualified and interested MBE and WBE subcontractors to meet designated MBE and WBE goals. A M/WBE directory will be made available which contractors may utilize in identifying MBE and WBE firms. It will be the responsibility of the prime contractors to obtain the MBE and WBE firms necessary to meet the MBE and WBE goals.

FAILURE TO CONTACT THE MBO FOR ASSISTANCE in complying with these goals may result in not having implemented "good faith" efforts. Contact may be in writing, by telephone, or in person. If by phone or in person, name of MBO person spoken to should be obtained and written within the "good faith efforts" documentation submittal.

FAILURE TO IMPLEMENT "GOOD FAITH" efforts in accordance with the Maricopa County Minority Business Enterprise Program to the satisfaction of Maricopa County, could result in the rejection of the bid.

Documentation to support bidder's "good faith" efforts should include:

1. Names and dates of advertisement of each newspaper, trade paper, and minority focus paper in which a request for MBE and WBE participation for this project was placed by the bidder.
2. Names, addresses and telephone numbers; and dates of notification of certified MBEs and WBEs solicited by direct mail for this project; and dates and methods used for

follow up of initial solicitations to determine with certainty whether MBEs or WBEs were interested in subcontracting.

3. Items of work for which bidder requested sub bids, or materials to be supplied by MBEs and WBEs; information furnished to interested MBEs and WBEs such as specifications and requirements of the work; plans; and any breakdown of items of work into economically feasible units to facilitate MBE and WBE participation.

4. Names of MBEs and WBEs who submitted bids for any of the work indicated above and were not accepted by the prime. An explanation of why MBEs or WBEs contacted were not awarded subcontracts. If price was the reason for rejection of the bid, the price bid of rejected MBEs or WBEs and price bid of the selected subcontractor shall be submitted. Since utilization of available MBEs and WBEs is the program objective, price differences will not automatically be considered as cause for rejection of MBE and WBE bids.

5. The names of MBEs and WBEs who were selected as subcontractors, the portion of work to be performed and reason for selection.

6. A description of the efforts made to assist MBEs and WBEs whose bids were rejected to be more competitive in their subcontracting bids. These efforts could include assistance in meeting bonding or insurance requirements.

7. The date bidder requested assistance written, in person, or by telephone, from the MBO.

The MBO will determine if good faith efforts were met based on the information submitted.

D. Appeal Process for Bid Award:

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

E. Contract Compliance:

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

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

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

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

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

F. Substitution of Subcontractors:

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

1. Reason for substitution.
2. Name, address, and telephone number of the approved MBE or WBE.
3. Name, address and telephone number of the MBE or WBE substitute.
4. Item, numbers, description of work and the proposed MBE and/or WBE dollar amount.
5. Good faith effort documentation if the substitute subcontractor is not an MBE or WBE.

G. Requests for Pay:

Each Request for Pay must be accompanied by a Maricopa County Minority/Women-Owned Business Enterprise Program MBE/WBE Participation Report in the form as provided in these documents.

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

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

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

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

(the entity submitting the bid)

(CHECK ONE)

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

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

The first and second low bidders will specify their MBE/WBE participation on the Actual Participation Affidavit or provide documentation of their good faith efforts not later than 4:00 p.m., the seventh calendar day following the bid opening. If participation is "None", the Affidavit will be completed and returned with "None" so stated therein, together with the documentation of bidder's good faith efforts to obtain the participation. This documentation will be reviewed by the MBO to determine whether in fact a comprehensive "good faith" effort has been implemented. The required affidavit shall be obtained by the apparent first and second low bidders from the Minority Business Office, 100 West Clarendon, Suite 1420, Phoenix, Arizona 85013, following the bid opening and verbal notification from the Procurement Officer of the Procurement Agency; a sample affidavit form for reference purposes follows.

Name of Firm

Signature

Title

STATE OF ARIZONA)
)ss.
County of Maricopa)

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

BY: _____

Notary Public

SAMPLE

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PROGRAM
ACTUAL MBE/WBE PARTICIPATION AFFIDAVIT
(COMPLETED AFFIDAVIT MUST BE SUBMITTED WITHIN SEVEN CALENDAR DAYS
FOLLOWING THE COMPLETION OF CONTRACT FEE NEGOTIATIONS)

Name of Prime Consultant

Project/Contract Number _____
Contract M/WBE Goal: _____%

Total Amount of Contract _____

Contact Person

The required affidavit shall be obtained by the consultant from the County Minority Business Office,
100 West Clarendon, Suite 1420, Phoenix, Arizona 85013, telephone 506-8653, following completion
of contract negotiations with the County contracting department/district.

Street No.

City State Zip

<u>Minority/Women Owned Firm</u>	<u>Principal</u>	<u>Address</u>	<u>Type of Work</u>	<u>Subcontract Amount/Percent of Contract</u>

TOTALS (Dollars/Percentage) _____

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

Signature

Title

Date

STATE OF ARIZONA)
)ss
County of Maricopa)

Subscribed and sworn to before me this _____ day of _____ by _____
Notary Public

My commission Expires: _____

MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES PROGRAM

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

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

Project: _____
Contract Number: _____
For Pay Period of: _____

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

Type of Firm: _____
Class of Work: _____

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

Total Earned by This Subcontractor: _____
Total MBE/WBE Contract Goal, %: _____
Total Cumulative MBE/WBE _____

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

cc: Minority Business Office
100 West Clarendon, Suite 1420
Phoenix, Arizona 85013

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1993
by and between FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called the OWNER, acting
by and through its BOARD OF DIRECTORS, and _____
hereinafter called the CONTRACTOR.

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

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall construct, and complete in a
workmanlike and substantial manner and to the satisfaction of the Chief Engineer and General Manager, a project
for the Flood Control District of Maricopa County, designated as FCD Contract 92-35, and furnish at its own cost
and expense all necessary machinery, equipment, tools, apparatus, materials, and labor to complete the work in the
most substantial and workmanlike manner according to the Plans and Construction Specifications on file with the
Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona, and such modifications of
the same and other directions that may be made by the Flood Control District of Maricopa County as provided
herein.

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

ARTICLE III - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees
at its own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to
completely construct the same and install the material therein, as called for by this agreement free and clear of all
claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times,
stated in the proposal pamphlet.

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

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

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

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

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

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

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

PARTY OF THE FIRST PART

BY: _____
Printed Name

BY: _____
Signature

Title

DATE: _____

Tax Identification Number

RECOMMENDED BY:

CHIEF ENGINEER AND GENERAL MANAGER
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

DATE: _____

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

BY: _____
GENERAL COUNSEL, FLOOD CONTROL
DISTRICT OF MARICOPA COUNTY

DATE: _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF THE SECOND PART

BY: _____
CHAIRMAN, BOARD OF DIRECTORS

DATE: _____

ATTEST:

CLERK OF THE BOARD

**STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), As Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Flood Control District of Maricopa County, in the County of Maricopa, State of Arizona (hereinafter called the Obligee), in the amount of _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Flood Control District of Maricopa County, dated the ___ day of _____, 1993 for FCD Contract 92-35 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this ___ day of _____, 1993.

PRINCIPAL SEAL

BY: _____

AGENT OF RECORD, STATE OF ARIZONA

AGENT ADDRESS

SURETY SEAL

BY: _____

BOND NUMBER. _____

**STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), As Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Flood Control District of Maricopa County, in the County of Maricopa, State of Arizona, in the amount of _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Flood Control District of Maricopa County, dated the ___ day of _____, 1993, for FCD Contract 92-35 , which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this ___ day of _____, 1993.

PRINCIPAL SEAL

BY: _____

AGENT OF RECORD, STATE OF ARIZONA

AGENT ADDRESS

SURETY SEAL

BY: _____

BOND NUMBER. _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 CERTIFICATE OF INSURANCE

CONTRACT FCD 92-35

PROJECT TITLE Guadalupe Channel-Sossaman Box Culvert

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000 MINIMUM each occurrence	
	COMMERCIAL GENERAL <input checked="" type="checkbox"/> LIABILITY FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY			BODILY INJURY per person	2,000
	<input checked="" type="checkbox"/> EXCESS LIABILITY			PROPERTY DAMAGE each occurrence	2,000
	COMPREHENSIVE AUTO <input checked="" type="checkbox"/> LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	5,000
	<input type="checkbox"/> ENGINEERS PROFESSIONAL LIABILITY			STATUTORY each accident	\$100
	<input checked="" type="checkbox"/> OTHER ADD MARICOPA COUNTY AND CITY OF MESA AS ADDITIONAL INSUREDS.			EACH CLAIM AND ANNUAL AGGREGATE	

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

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

DATE ISSUED _____
 AUTHORIZED REPRESENTATIVE _____

Drafting Form\FormBB - SRL

It is further agreed that:

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

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

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

Firm

Date

Principal

Title

32 12 43 28
E W 197

EAR

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
GUADALUPE CHANNEL-SOSSAMAN BOX CULVERT
FCD 92-35
ADDENDUM NO. 2
January 28, 1993

FCD CONTRACT NO. 92-35

To Contract Documents

ISI

Title: Guadalupe Channel-Sossaman Box Culvert

Owner: Flood Control District of Maricopa County

The above documents are herein modified. The provisions of said documents applicable to modifications remain unchanged unless specifically indicated otherwise herein. The Addendum No. 2 forms a part of the Contract Documents and modifies them as follows:

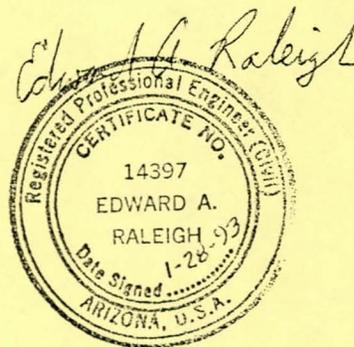
To The Construction Drawings

Cross Section Sheets 1 and 2

Delete and replace with revised Cross Section Sheets 1 and 2 (enclosed) .

FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY

By Neil S. Erwin
Neil S. Erwin, P.E.
Chief Engineer and General Manager



**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
GUADALUPE CHANNEL-SOSSAMAN BOX CULVERT
FCD 92-35
PLANHOLDER LIST EFFECTIVE 1/28/93**

NAME OF FIRM: Nesbitt Contracting
ADDRESS: 100 South Price Road
Tempe, Arizona 85281
TELEPHONE: 894-2831
FAX NUMBER: 894-5280
CONTACT: Stuart Day
PLAN SET # 10

NAME OF FIRM: Mordex Contracting, Inc.
ADDRESS: P.O. Box 82337
Phoenix, Arizona 85071
TELEPHONE: 242-2244
FAX NUMBER: 246-8486
CONTACT: Ray Nunez
PLAN SET # 11

NAME OF FIRM: Cross Brothers Contracting, Inc.
ADDRESS: P.O. Box 1918
Black Canyon City, Arizona 85324
TELEPHONE: 374-5586
FAX NUMBER: 374-9286
CONTACT: Doran M. Cross
PLAN SET # 13

NAME OF FIRM: J. Banicki Construction
ADDRESS: 430 East Southern
Tempe, Arizona 85282
TELEPHONE: 921-8016
FAX NUMBER: 921-9456
CONTACT: Jerry Banicki
PLAN SET # 14

NAME OF FIRM: Achen-Gardner
ADDRESS: 1343 North Alma School Road #125
Chandler, Arizona 85224
TELEPHONE: 821-0700
FAX NUMBER: 821-0678
CONTACT: Mike Kolling
PLAN SET # 15

NAME OF FIRM: Hunter Contracting
ADDRESS: P.O. Box 900 701 North Cooper Road
Gilbert, Arizona 85234
TELEPHONE: 892-0521
FAX NUMBER: 892-4932
CONTACT: Chuck English
PLAN SET # 16

NAME OF FIRM: Royden Construction Company
ADDRESS: 3423 South 51st Avenue
Phoenix, Arizona 85043
TELEPHONE: 484-0028
FAX NUMBER: 484-0043
CONTACT: Pat Fly
PLAN SET # 17

NAME OF FIRM: Selland Construction
ADDRESS: 2836 West Deer Valley Road #10
Phoenix, Arizona 85027
TELEPHONE: 780-4833
FAX NUMBER: 780-8542
CONTACT: R.D. Warbis
PLAN SET # 18, 19

NAME OF FIRM: FNF Construction
ADDRESS: P.O. Box 5005
Tempe, Arizona 85280-5005
TELEPHONE: 784-2910
FAX NUMBER: 829-8607
CONTACT: James
PLAN SET # 20, 21

NAME OF FIRM: JWJ Contracting
ADDRESS: 4525 East University
Phoenix, Arizona 85034
TELEPHONE: 967-7815
FAX NUMBER: 921-3652
CONTACT: Mary
PLAN SET # 22

NAME OF FIRM: Wheeler Construction, Inc.
ADDRESS: 1310 North 24th Street
Phoenix, Arizona 85008
TELEPHONE: 254-3179
FAX NUMBER: 254-1293
CONTACT: H. Gilbert
PLAN SET # 23, 24

NAME OF FIRM: C S Construction, Inc.
ADDRESS: 22023 North 20th Avenue
Phoenix, Arizona 85027
TELEPHONE: 256-7943
FAX NUMBER: 780-1270
CONTACT: Michael Borden
PLAN SET # 25

NAME OF FIRM: United Metro Materials
ADDRESS: P.O. Box 52140
Phoenix, Arizona 85072
TELEPHONE: 220-5605
FAX NUMBER: 220-5373
CONTACT: Jerry McGerty
PLAN SET # 26

NAME OF FIRM: HW Johnson
ADDRESS: 1824 South 19th Avenue
Phoenix, Arizona 85051
TELEPHONE: 271-9226
FAX NUMBER: 253-8340
CONTACT: Mike McNatt
PLAN SET # 27, 38

NAME OF FIRM: EME West
ADDRESS: P.O. Box 5220
Glendale, Arizona 85312
TELEPHONE: 930-9850
FAX NUMBER: 930-9909
CONTACT: Tom Hughes
PLAN SET # 28

NAME OF FIRM: R.G. Johnson contracting
ADDRESS: P.O. Box 1500
Tempe, Arizona 85280
TELEPHONE: 894-0946
FAX NUMBER: 894-1421
CONTACT:
PLAN SET # 29

NAME OF FIRM: Pace Pacific
ADDRESS: 3731 East University Drive
Phoenix, Arizona 85034
TELEPHONE: 437-8729
FAX NUMBER: 437-8543
CONTACT: Gloria Lowrie
PLAN SET # 30 , 32, 33, 34, 35

NAME OF FIRM: DAV Contracting, Inc.
ADDRESS: 5861 North 55th Avenue
Glendale, Arizona 85301
TELEPHONE: 245-2121
FAX NUMBER: 939-3170
CONTACT: Dan Villa
PLAN SET # 36

NAME OF FIRM: Currier Construction, Inc.
ADDRESS: 51 West Weldon
Phoenix, Arizona 85013
TELEPHONE: 274-4370
FAX NUMBER: 285-9295
CONTACT: Scott Currier
PLAN SET # 37

NAME OF FIRM: MD Excavating
ADDRESS: P.O. Box 1052
Apache Junction, Arizona 85217
TELEPHONE: 1-602-919-0315
FAX NUMBER: 1-602-919-0315
CONTACT: Monica
PLAN SET # 39

**PRE-BID MEETING
GUADALUPE CHANNEL-SOSSAMAN BOX CULVERT
FCD NO. 92-35**

**MEETING MINUTES
January 20, 1993**

The meeting was held at 2:00 p.m. on January 20, 1993, at the Flood Control District. Leanna Cumberland introduced the FCD Staff in attendance:

John Rodriguez	Ed Raleigh
Fred Fuller	Kumar Hanumaiah
Charles Wainwright	Scott Clement
Shewa Shivaswamy	

Leanna introduced George Bravakos, of the Office of Minority Business Program. He explained the impacts of the recent changes regarding minority business participation made by the legislature, and explained the use of the Assurance Affidavit and Participation Affidavit. Mr. Bravakos suggested that any questions be addressed to his office for clarification.

Leanna Cumberland outlined the procedure to follow for handling Surety Bonds. She stated that the list of Subcontractors submitted with the Bid will be binding and that any changes the Contractor wishes to make must be submitted in writing.

Scott Clement reviewed the items on the Addendum that will be out by Friday. (See Addendum 1 for details)

Scott Clement asked for questions from the attendees:

Fred Fuller answered a question concerning concrete testing. The District will do concrete testing according to MAG standards.

The response to a question concerning existing riprap at the west end of the project was that it is a removal item.

Leanna reiterated that bids will be accepted until 2:00 p.m., February 4, 1993, and will not be accepted after that time.

MEETING ATTENDANCE ROSTER

Meeting: PRE-BID, FCD 92-35 Location: FLOOD CONTROL DISTRICT

Date: JANUARY 20, 1993

Name	Title	Organization	Phone
George Bravakos	County Minority Ass. Offic	MBO	506-4068
Don Johnson	V.P.	Hw Johnson	271-9226
CLIFFORD HART	ESTIMATOR	FNF CONST INC	784-2910
Scott Rolfe	Estimator	Wesbitl	894-2831
Walter McCook	Const Pres.	Const Bldg.	374-5566
Tom HUGHES		EME WEST CONST.	930-9850
SCOTT CLEMENT	PROJ MANAGER	FCD	26506-1501
LEANN CUMMINGS	CHIEF CONTRACTING	FCD	506-1501
G.B. Wainwright	Eng.	FCD	"
FRED FULLER	CHIEF INSPECTOR	FCD	"
Kumar Hanumanth	Eng.	FCD	- " -
John E. Rodriguez	CHIEF PPM	FCD	"
STHEWA SHIVASWAMY	INSPECTOR	FCD	506 1501
Ed Raleigh	Engineering Division	FCD	" "
DON SKANES	Au Autumn Ki Inc	Au Autumn Ki Inc	852-0517
Ed Valdez	SECT.		
Margaret Rodriguez	PRES	Autumn Ki, Inc	" "
Juan Rodriguez		"	" "
Paula Lynn	EST ASST President	R.G. Johnson Const	894-0946
Alvin Louren	Pace Pacific	Pace Pacific	437-8729
BILL COLEMAN	GENERAL SUPT	PACE PACIFIC	437-8729
Dean Bigelow	Est./Eng.	Wheeler Const Inc	254-3179

EAR

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
GUADALUPE CHANNEL-SOSSAMAN BOX CULVERT
FCD 92-35
ADDENDUM NO. 1
January 21, 1993**

FCD CONTRACT NO. 92-35

To Contract Documents

Title: Guadalupe Channel-Sossaman Box Culvert

Owner: Flood Control District of Maricopa County

The above documents are herein modified. The provisions of said documents applicable to modifications remain unchanged unless specifically indicated otherwise herein. The Addendum No. 1 forms a part of the Contract Documents and modifies them as follows:

To Invitation To Bid

Page 1 of 25, CONTRACT TIME:

Change time to complete work from ninety (90) calendar days to one hundred fifty (150) calendar days from date of Notice to Proceed.

To Proposal

Delete Page 4 of 25 and replace with enclosed page 4R of 25.

NOTE: Change time to complete work from ninety (90) calendar days to one hundred fifty (150) calendar days from date of Notice To Proceed.

To the Bidding Schedule

Delete page 6 of 25 and replace with enclosed page 6R of 25.

To Supplementary General Conditions

Page 1 of 7, CONTRACT TIME:

Change time to complete work from ninety (90) calendar days to one hundred fifty (150) calendar days from date of Notice To Proceed.

107.10 - Contractor's Responsibility for Work: (Add the following paragraph)

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

To Special Provisions

Section 211-Fill Construction

Delete the sixth (6th) paragraph on the page that begins "Fill Construction shall be paid..." and replace with the following paragraph:

"Fill construction shall be paid for at the unit price bid per cubic yard for ITEM 211-1-FILL CONSTRUCTION. This bid item does not include structure backfill, which is part of Section 206 herein."

Section 350-Removal of Existing Improvements

Replace the second sentence, which begins with "The work includes....." with the following:

"The work includes the removal and disposal of existing structures, bank protection, grouted riprap, riprap, pavement, and any other obstacle to construction, whether shown on the plans or not."

Section 505 - Concrete Structures

Add the following paragraph to the first section:

"No more than twenty-five percent (25%) obstruction of the Cross-Section area of the box culvert barrels will be permitted during construction."

Add the following section:

Section 505.9.5 - Applicability of Finishes

"Portions of channel walls covered with backfill shall have a Class 1 finish."

"Exposed portions of channel walls shall have a Class II finish."

"Top of the channel walls shall have a steel trowelled finish."

"The channel invert shall have a float finish. Surfaces shall be screeded and darbied or bull floated to bring the surface to the required finish level with no coarse aggregate visible. No cement or mortar shall be added to the surface during the finishing operation. The concrete, while still green, but sufficiently hardened to bear a man's weight without deep imprint, shall be floated to a true and even plane. Floating may be performed by use of suitable hand floats or power driven equipment. Hand floats may be made of magnesium or aluminum. Tolerance for a floated finish shall be true plane within 5/16-inch in 10 feet as determined by a 10-foot straightedge placed anywhere on the slab in any direction.

On page SP 5 of 5, add the following section:

SECTION 515-STEEL STRUCTURES

"The work under this section shall conform to Section 515 of the Uniform Standard Specifications, except as modified herein. The work consists of furnishing and installing the Ladder and any other miscellaneous steel items as shown on the plans, except for items covered under Section 505 herein. Steel shall conform to the requirements of Section 770 and galvanizing shall conform to the requirements of Section 771 of the Uniform Standard Specifications. The ladder shall be steel fixed rail and shall be galvanized. Rungs shall be solid section rods, fitted into punch holes in rails, welded and ground smooth. All splices and connections shall have a smooth transition with original members without projections that are sharp or more extensive than that required for joint strength. Steel structures shall be paid for at the lump sum contract price bid for ITEM 515-1 - STEEL STRUCTURES."

To The Construction Drawings

PLAN SHEET 2 OF 28,

In the table under the heading "Approximate Quantities", change the second sub-heading from "Concrete Class "AA" C.Y. 185" to read "Concrete Class "B" C.Y. 185".

PLAN SHEET 24 OF 28

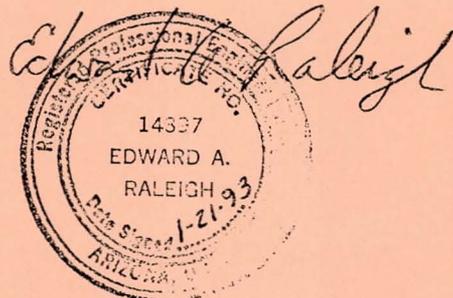
Delete the note at the bottom center of the sheet that reads 'NOT FOR CONSTRUCTION".

PLAN SHEET 6 OF 28

On the "PLAN" drawing, change "Drain Material" to "Structural Backfill".

**FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

By Neil S. Erwin
Neil S. Erwin, P.E.
Chief Engineer and General Manager



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

Gentlemen:

The following Proposal is made for constructing FCD 92-35, Guadalupe Channel-Sossaman Box Culvert in the County of Maricopa, State of Arizona.

The following Proposal is made on behalf of

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

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

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

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

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

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Sureties within ten (10) days of receipt of Notice of Proposal acceptance, **TIME BEING OF THE ESSENCE**. The Undersigned further proposes to begin work as specified in the Contract attached hereto, and to complete the work within one hundred fifty (150) **calendar days** from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors, each in an amount equal to one hundred percent of the contract amount. This Bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bonds and Sureties to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

**CONTRACT FCD 92-35
GUADALUPE CHANNEL-SOSSAMAN BOX CULVERT**

SUPPLEMENTARY GENERAL CONDITIONS

SPECIFICATIONS:

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

PRECEDENCE OF CONTRACT DOCUMENTS

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

PAYMENT

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

WORK STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

CONTRACT TIME:

The Contractor shall commence work within seven (7) calendar days after the date of the Notice to Proceed and complete all work within ninety (90) calendar days from the effective date specified in the Notice to Proceed. In the event the Contractor elects to work overtime, second shifts, weekends, or legal holidays, to complete the work required by the Project Plans and these Supplementary General Conditions or Construction Special Provisions, the Contractor will be responsible to bear the additional costs that may be incurred by the Owner including engineering, inspections, testing, surveying and construction administration all in accordance with Section 108.5. These costs will be deducted from the monies due to the Contractor for each Payment Request. The costs associated with these items shall be incidental to the unit price items in the bid schedule.

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 not be construed to void any provisions in the contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

WATER, LIGHT, POWER, HEAT, TELEPHONE:

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

PROGRESS SCHEDULE:

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

MATERIALS SOURCES:

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

Subsection 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 FCDMC.
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 FCDMC 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 FCDMC Board of Directors to the office of Chief Engineer and General Manager of the FCDMC acting directly or through its authorized representative, the Chief of the FCDMC Construction and Operations Division.
5. Change the definition for the phrase "Notice of Award" to a letter from the FCDMC advising the Contractor that he is the successful bidder and the FCDMC has accepted its proposal.
6. Change the definition of the term "Owner" to the Flood Control District of Maricopa County, acting through its legally constituted officials, officers, or employees.
7. Add the definition for Maricopa County Minority Business Office (MBO); the office responsible for administering the Maricopa County Minority and Women Owned Business Enterprise Program.
8. Add the definition for the Maricopa County Minority and Women Owned Business Enterprise Program as being the Program adopted by the Board of Supervisors effective January 1, 1992.

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

It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addenda have been issued by the Flood Control District. This may be accomplished by calling 602-506-1501. Any addendum issued, if not already bound into the Special Provisions, must be attached and included as part of the Special Provisions 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. 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: A list of subcontractors to be employed on the project shall be submitted with the bid, on the form provided in the Proposal. No change of the subcontractors named therein will be made unless first approved in writing by the Owner.

Subsection 102.7 - Irregular Proposals: Add the following to the MAG Specifications:

(F) If bidder fails to complete and submit the Maricopa County Minority and Women-Owned Business Enterprises Assurances Affidavit.

Subsection 102.8 - Proposal Guarantee: No proposal will be read unless accompanied by a proposal guarantee in the proper amount and in the form provided in the proposal pamphlet. The guarantee shall be made payable and acceptable to the Flood Control District of Maricopa County, as a guarantee that the bidder, if awarded the contract, will execute the contract documents and furnish the required bonds and certificates of insurance, to be forfeited if the Contractor fails or refuses to enter into a contract as required by the bid documents.

The proposal guarantee shall be in the form of a certified check, cashiers check, or surety bond for **ten (10%) percent** of the amount of the bid. The surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The surety bond shall not be executed by an individual surety or sureties.

Subsection 103.5 - Requirement of Contract Bonds: The Performance and Payment Bonds included in the Contract Documents shall be used in the execution of the Contract by the successful bidder. No substitution nor other form of Bond will be allowed. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona, issued by the Director of the Department of Insurance. The bond(s) shall not be executed by an individual surety or sureties. The bond(s) shall be made payable and acceptable to the Flood Control District of Maricopa County, and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as by law required, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Subsection 103.6 - Contractor's Insurance: A statement from bidder's insurance carrier shall be included in the proposal certifying that it will furnish the specified kind and amounts of insurance to the bidder if it is awarded the contract. As required by law, the statement will be from an insurance carrier or carriers authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Concurrently with the execution of the contract, the Contractor shall furnish a Certificate of Insurance using the included Certificate or one of equal wording, that names the additional insureds as set out in the Certificate. The Certificate shall also name the additional insureds as Certificate Holders. The types of insurance and the limits of liability shall be as indicated on the included form.

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

Subsection 105.2.1 - Substitutes and "Or-Equal" Items: Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quantity required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be accepted by Engineer under the following circumstances:

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

B) Substitute Items: If in Engineer's sole discretion an item does not qualify as an "or-equal" item under subparagraph 105.2.1 (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 the Engineer will include the following as supplemented in the Special Provisions and as Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the 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.

105.2.2 - 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 105.2.1(B).

105.2.3 - Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subsections 105.2.1 and 105.2.2. 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 105.2.1(B) and 105.2.2 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 105.6 - Cooperation with Utilities: An attempt has been made to determine the location of all underground utilities and drainage pipes, culverts, 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. Should the 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. The Contractor shall contact Arizona Blue Stake (telephone number 263-1100) a minimum of two (2) working days before beginning any underground work. In addition, Blue Stake notification(s) shall be maintained on a current basis.

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

Flood Control District.....	506-1501
US West Communications.....	831-4647
Salt River Project.....	236-2765
Location Staking (A.P.S. , U.S. West, S.R.P.).....	263-1100
Maricopa County Department of Transportation.....	506-8600

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

- A. The Engineer will set the project survey control line which the construction contractor will use to set line and grade for all construction. The control line shall consist of (1) alignment staking at an interval appropriate to the project requirements and (2) elevation controls, both of which shall be at frequent enough intervals to maintain a line of sight between staking. All other surveying required for the project shall be the contractor's responsibility. The Engineer will not set any construction stakes.

- B. Before any construction work is started, the Engineer shall perform all base surveys and cross sections of existing conditions that may be required as a basis for quantity determination.

Subsection 107.2 - Permits: The Contractor shall be responsible for being aware of and obtaining all permits and licenses, pay all charges, fees, taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Permits for earth moving may be obtained from the Bureau of Air Pollution Control, Maricopa County Department of Health Services, 1845 East Roosevelt, Phoenix, Arizona, telephone number 258-6381.

Subsection 107.2.1 - NPDES Permit Requirements: The project does not require any NPDES Permits.

Subsection 107.5.2 - Compliance with the Arizona Communication Standard: The Owner will provide the Contractor with Material Safety Data Sheets (MSDS) for any products known to exist on the site that are deemed health hazards. The Contractor will provide a copy of Owner-provided MSDS to all subcontractors.

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

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

Subsection 108.9 - Failure to Complete on Time: The actual cost per calendar day incurred by the District for Consultant Administrative and Inspection Services on this project will be added to the daily charges as indicated by TABLE 108, LIQUIDATED DAMAGES, and will be deducted from monies due or to become due to 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 District from deducting from monies due or to become due to the Contractor for any other costs incurred by the District directly attributable to the delay in completing this contract.

Subsection 109.1 - Measurement of Quantities: Measurement for payment shall be made for the actual work completed as determined by the Engineer. Payment will be made at the bid unit price, which price shall include the cost of all labor, materials, tools, equipment, transportation, permits, and incidentals required for performing the work as specified. Monthly Progress Payments of the agreed to value of the work accomplished shall be made by the District.

Measurements of placed materials and/or constructed items will be made after completion of the project to determine compliance with the specifications. Any deficiencies in thickness or width shall be corrected by the contractor before acceptance by the FCDMC.

The cost of all work required under this contract as shown on the plans for which there are no specific items shown on the Bidding Schedule, shall be included in the prices bid for related items.

Subsection 109.2 - Scope of Payment:

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.

Mobilization will be measured for payment as a lump sum, a single complete unit or work.

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, when so called for in the Bid Schedule, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work required. If payment for mobilization is not a separate bid item, then such costs shall be considered incidental.

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

1. Both progress and final pay estimates will be initially processed by the FCDMC's Construction and Operations Division on Tuesdays only, Tuesdays being the only day the Contractor may submit a pay estimate. Each pay estimate must include the required Maricopa County Minority/Women-Owned Business Enterprise Program Participation Report. The final pay estimate shall include a listing of total MBE/WBE participation. Line numbers and a description of actual work performed shall also be included. If, at the time of contract completion, the MBE and WBE commitments are not actually attained, the report is to provide an explanation of failure to comply. These reports shall be submitted within thirty (30) days of contract completion, prior to release of any remaining contract retention.
2. This project is subject to the retention provisions of ARS 34-221, and of Paragraph 1 above.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 92-35 GUADALUPE CHANNEL-SOSSAMAN BOX CULVERT

SPECIAL PROVISIONS

SECTION 201 - CLEARING AND GRUBBING

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

No separate payment will be made for clearing and grubbing.

SECTION 206 - STRUCTURE EXCAVATION AND BACKFILL

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

Structure backfill behind the channel, box culvert, and wing walls shall consist of free-draining granular material and shall not contain stones larger than three inches in diameter, with not more than 5 percent passing a #200 sieve and a PI less than 7. (Material obtained from project excavations may not be suitable for use in structure backfill construction.) Structure backfill shall be placed in horizontal lifts not to exceed six inches in compacted thickness and compacted to a minimum of 95 percent of the maximum density at the optimum moisture content plus or minus 3 percent as determined in accordance with ASTM D-2922 and D-3017. Compaction equipment or methods which may cause excessive displacement or may damage structures, shall not be used. Hand operated compaction equipment shall be used adjacent to structures.

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

No separate payment will be made for structure excavation.

Structure backfill shall be paid for at the unit price bid per cubic yard for **ITEM 206-1 - STRUCTURE BACKFILL**. This bid item does not include backfill for concrete pipe, which is part of Section 618 herein.

SECTION 211 - FILL CONSTRUCTION

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

Imported borrow material shall be obtained from approved sources. Unless otherwise specified, material obtained from the project excavations may be presumed suitable for use in fill construction, provided that all organic material, rubbish, debris and other objectionable material is first removed. The District has a

designated borrow stockpile of sufficient size to meet the fill construction needs of the project, located at the northeast corner of Power Road and Guadalupe Road. The Contractor shall coordinate the removal and use of this material with the District.

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

The fill shall be compacted in horizontal lifts to a minimum of 95 percent of the maximum density as determined in accordance with ASTM D-2922 and D-3017 within a moisture content range of plus or minus 3 percent of optimum. The depth of the compacted lifts shall not exceed eight (8) inches.

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

Fill construction shall be paid for at the lump sum contract price bid for **ITEM 211-1 - FILL CONSTRUCTION**. This bid item does not include structure backfill, which is part of Section 206 herein.

SECTION 310 - UNTREATED BASE

Untreated base shall conform to Section 310 of the Uniform Standard Specifications and MCDOT Supplement except as modified herein. The work consists of placing the aggregate base course for the pavement replacement subgrade and for the entrance to the access ramp as shown on the plans.

No separate payment will be made for untreated base.

SECTION 321 - ASPHALT CONCRETE PAVEMENT

Asphalt concrete pavement shall conform to Section 321 of the Uniform Standard Specifications and MCDOT Supplement except as modified herein. The work consists of pavement replacement for construction of the concrete box section.

No separate payment will be made for Asphalt Concrete Pavement.

SECTION 350 - REMOVAL OF EXISTING IMPROVEMENTS

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

Removal of existing improvements shall be paid for at the lump sum contract price bid for **ITEM 350-1 - REMOVAL OF EXISTING IMPROVEMENTS**.

SECTION 401 - TRAFFIC CONTROL

Traffic control shall conform to Section 401 of the Uniform Standard Specifications and MCDOT Supplement except as modified herein.

Sossaman Road may be closed, north of the intersection of Guadalupe Road, for a period not to exceed eight weeks, subject to the approval of the Contractor's barricade and traffic routing plan by the City of Mesa and MCDOT.

Both City of Mesa and MCDOT Traffic Engineer or his representative shall approve the Contractor's barricade and traffic routing plan. For bid purposes, a preliminary traffic control plan has been prepared and included in the plan set. The Contractor may either use this plan as a base on which to develop his working plan or provide a new plan for consideration. In either case, the working plan must be submitted to Mesa and MCDOT and receive their approval prior to beginning field operations. The Contractor shall provide a copy of the proposed detailed traffic control plan to the DISTRICT at the pre-construction conference. The plan shall show all signs, sand berms, and their placement. The number and kind of barricades, signs, delineators, barriers, and all other traffic control devices and the approval of the Contractor's method of application of all traffic control measures, shall not relieve the Contractor of the responsibility of protecting the work, the workmen, and the traveling public.

All advance warning construction signs shall be mounted on channels driven into the ground.

The Contractor shall provide all signing to keep traffic out of the construction area. No paint striping shall be used on existing pavement and striping tape properly installed shall be used. See Figure 6-2 in the Manual on Uniform Traffic Control Devices.

The Contractor shall install and maintain protective sand berms (approximately five feet high) in the path of through traffic on either side of the construction work area prior to channel or box culvert construction or excavation.

All necessary signs, barricades, and center line vertical panels shall remain three working days beyond acceptance of the project by the Engineer.

Traffic control shall be paid for at the contract lump sum price bid for **ITEM 401-1 - TRAFFIC CONTROL**, including all mobilization, placing, storing, removal and maintenance incidental to the approved traffic control plan.

SECTION 420 - CHAIN LINK FENCES

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

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

Payment shall be made at the contract price bid per lineal foot for **ITEM 420-1 - CHAIN LINK FENCE**.

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

Payment for gates shall be made at the contract price bid per each for **ITEM 420-2 - 3'-11" GATE**, and **ITEM 420-3 - 16'-0" GATE**.

SECTION 505 - CONCRETE STRUCTURES

The work under this section shall consist of furnishing all labor, materials and equipment for the construction of all cast in place concrete, including the box culvert, channel, wingwalls, channel lining, and catch basin, in accordance with the plans and Section 505 of the Uniform Standard Specifications, except as modified herein.

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

Concrete shall conform to Section 725 of the Uniform Standard Specifications. Class "B" Concrete, $f'c = 2,500$ psi, shall be used for channel lining shown on sheet 18 of the plans. All other concrete shall be Class "AA", $f'c = 4,000$ psi.

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

The use of fly ash will be permitted in all concrete mixes.

Epoxy Grouted Dowels: The work consists of furnishing all materials, labor and equipment necessary to install steel reinforcing dowels into existing structures. This includes drilling and cleaning the holes, furnishing and placing materials in accordance with the details shown on the plans and the requirements of these provisions.

Epoxy shall be a two component liquid designed for anchoring dowels into concrete. Minimum performance criteria shall be:

Pot life @ 77 degrees F. (ASTM D695) 60 min.
Tensile strength (ASTM D638) 4000 psi.

Steel reinforcing dowels shall conform to Section 727 (Grade 60) of the Uniform Standard Specifications.

Drilled holes shall be to the diameter and depth shown on the plans. Epoxy shall be mixed and applied according to the manufacturers recommendations. After placement, dowels shall not be disturbed by other work for the lessor of the manufacturers recommended set time or 24 hours.

Measurement for this work shall be by the unit "each".

Anchor Bolts: The work consists of furnishing and installing anchor bolts in accordance with the details shown on the plans and the requirements of these specifications.

All anchor bolts shall be threaded at both ends in accordance with the dimensions shown on the plans.

High strength anchor bolts, washers and nuts shall be fabricated from steel which meets or exceeds the minimum requirements of ASTM A 36. The anchor bolts, washers, and nuts shall be fully galvanized in accordance with the requirements of ASTM A 153.

Measurements for this work shall be per lump sum including the nuts and washers attached to each bolt as shown in the construction documents.

Payment for concrete shall be made at the unit price bid per cubic yard for **ITEM 505-1 CLASS "AA" CONCRETE** and **ITEM 505-2 CLASS "B" CONCRETE**.

Payment for steel shall be made at the unit price bid per pound for **ITEM 505-3 - REINFORCING STEEL**.

Payment for dowels shall be made at the unit price bid for **ITEM 505-4 - EPOXY GROUTED DOWELS** including all labor and materials.

Payment for bolts shall be made at the lump sum price bid for **ITEM 505-5 - ANCHOR BOLTS**, including washers and nuts.

SECTION 618 - STORM DRAIN CONSTRUCTION WITH CONCRETE PIPE

The work under this section shall conform to Section 618 of the Uniform Standard Specifications except as modified herein. The work consists of furnishing and installing reinforced concrete pipe at the locations and to the grades indicated on the plans, including the 18" stub, the 24" drain inlet and the 12", 30" and 54" pipe utility sleeves, and plugs.

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

The ends of the 12", 30" and 54" utility sleeve pipes and the 18" stub shall be securely closed in accordance with MAG Standard Detail 427, to the satisfaction of the Engineer, so that no water, earth or other substance will enter the pipes, and the approach trenches shall be backfilled.

Payment shall be made at the unit bid price per linear foot for **ITEM 618-1 - 18" RGRCP**, **ITEM 618-2 - 24" RGRCP**, **ITEM 618-3 - 12" RGRCP UTILITY SLEEVE**, **ITEM 618-4 - 30" RGRCP UTILITY SLEEVE**, and **ITEM 618-5 - 54" RGRCP UTILITY SLEEVE**. Such payment shall be compensation in full for furnishing and installing the pipe and securing the ends, complete in place and shall include all costs of excavation, removal of obstruction, shoring and bracing, bedding, backfilling, compaction and all other work not specifically covered that is incidental.