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Phoenix, AZ 85009

CONSTRUCTION SPECIFICATIONS
FOR

CONTRACT FCD 95-04
APACHE JUNCTION FLOODWAY RAMP, PINAL COUNTY BETWEEN THE APACHE TRAIL
AND IDAHO ROAD, SOUTH OF LOST DUTCHMAN BOULEVARD



(Engineer's
Seal)

Prepared For
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Recommended by: Edward A. Raleigh Date: 4/11/95
Edward A. Raleigh, P.E., Chief
Engineering Division

Issued for Public Bidding by: D. E. Sagramoso Date: 4/11/95
D. E. Sagramoso, P.E.
Interim Chief Engineer and General Manager

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

A303.502

ATTENTION

ALL PROSPECTIVE BIDDERS

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

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

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

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

Please submit your bids accordingly.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 95-04

APACHE JUNCTION FLOODWAY RAMP

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(Area to left reserved for Engineer's Seal)

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

INVITATION FOR BID

BID OPENING DATE: May 18, 1995, 2:00 P.M.

LOCATION: This project is located in Apache Junction in Pinal County between the Apache Trail and Idaho Road, south of Lost Dutchman Boulevard.

PROPOSED WORK: Proposed work includes the removal and disposal of a section of concrete lined channel wall, construction of a concrete access ramp, a concrete retaining wall and some earthwork.

BIDS:

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

ELIGIBILITY OF CONTRACTOR:

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

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

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

CONTRACT TIME:

All work on this Contract is to be completed within seventy-five (75) calendar days after date of Notice to Proceed, subject to restrictions presented in the Supplementary General Conditions.

MBE/WBE PARTICIPATION:

For this contract, a goal has not been established for Minority/Women-Owned Business Enterprises. Although a contract may not have a stated MBE/WBE goal the utilization of MBE/WBE subcontractors/suppliers is governed by the MBE/WBE Program Contracting requirements, instructions and required forms are included in the Minority and Women-owned Business Enterprise Program Contracting Requirement 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 May 10, 1995 at 1:00.p.m. in the Flood Control District New River Conference Room, 2801 West Durango Street, Phoenix, Arizona. It is in the best interest of prospective bidders to attend the Pre-bid Conference.

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

PROJECT PLANS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS:

Plans and Construction Specifications may be obtained from the Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona 85009 upon payment of \$10.00 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 \$17.50 will not be refunded. Regardless of circumstances, we cannot guarantee mail delivery. Each bid must be accompanied by a Bid Bond, cashier's or certified check or postal money Order equal to 10 percent (10%) of the bid, made payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY as a guarantee that if the work is awarded to the bidder, the bidder will within ten (10) days of receipt of the Proposal Acceptance, enter into proper contract and bond condition for the faithful performance of the work, otherwise, said amount may be forfeited to the said BOARD OF DIRECTORS as liquidated damages.

PRINCIPLE ITEMS AND APPROXIMATE QUANTITIES

QUANTITY	UNIT	DESCRIPTION
1	LS	Mobilization
1	LS	Earthwork
1	LS	Removal of existing improvements
106	CY	Concrete Structures
12,720	LBS	Reinforcing Steel

PROPOSAL

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

Gentlemen:

The following Proposal is made for construction of Apache Junction Floodway Ramp, FCD 95-04, in the County of Pinal, State of Arizona.

The following Proposal is made on behalf of

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

The Undersigned certifies that the approved Plans, Supplementary General Conditions, Special Provisions, Forms of Contract, Bonds, and Sureties authorized by the Board of Directors and constituting essential parts of the Proposal, have been carefully examined and also that the site 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 mentions 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 **seventy-five (75) calendar days, subject to restrictions presented in the Supplementary General Conditions,** from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors, each in an amount equal to one hundred percent of the contract amount. This Bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bonds and Sureties to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled.

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

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

Addendum No. _____	Dated _____

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

IF BY AN INDIVIDUAL:

(Name - Title)

(Address)

(Date)

Phone: _____

IF BY A FIRM OR PARTNERSHIP:

(Firm Name)

(Firm Address)

By: _____
(Name - Title)

Phone: _____

Date: _____

** Name and Address of Each Member:

_____	_____
_____	_____
_____	_____

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

IF BY A CORPORATION:

(Corporate Name)

(Corporation Address)

By: _____

Phone: _____

Title: _____

Date: _____

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

(President)

(Address)

(Secretary)

(Address)

(Treasurer)

(Address)

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

SUBCONTRACTOR LISTING

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

(Signature)

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its proposal for FCD 95-04 Apache Junction Floodway Ramp.

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

Signed and sealed this _____ day of _____, A.D., 1995.

Agency of Record, State of Arizona

Principal

Agency Address

By: _____

Title: _____

Surety

By: _____

Title: _____

Bond Number: _____

ATTACH SURETY POWER OF ATTORNEY

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

STATE OF ARIZONA)
)SS
County of Maricopa)

_____ being first duly sworn, deposes and says:
That he/she is _____ of _____ bidding
on Contract FCD 95-04 for Apache Junction Floodway Ramp, in the County
of Pinal, State of Arizona.

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

(Signature of Affiant)

Subscribed and sworn to before me this _____ day of _____, 1995.

(Notary Public)

My Commission Expires

CERTIFICATION OF LICENSE

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

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

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

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

Signature of Licensee

Date: _____

Company: _____

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

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

1. All M/WBE firms used in attainment of the goal must be certified with the Maricopa County Minority Business Office (MBO). The MBO is located at 2901 West Durango Street, Phoenix, Arizona 85009, telephone 506-4068. In addition, only those firms certified prior to the bid opening will be considered in the attainment of the goal.
2. Prime contractor subcontracts to MBE or WBE:
The M/WBE amount to be applied to the goal will be based on that portion (dollar value) of the contract that the M/WBE performs. For example, if a prime contractor subcontracts work amounting to \$100,000 of a contract for which the total project cost is \$1,000,000 the M/WBE participation will be credited as 10 percent.
3. Prime Minority Contractor:
An M/WBE prime contractor will be credited with the M/WBE participation for that portion of the contract which they themselves perform plus that portion subcontracted to other M/WBE firms. For example, if an M/WBE prime contractor proposes to perform 50 percent of a project quoted as \$1,000,000 and subcontracts 25 percent to an MBE firm and 25 percent to a non-M/WBE firm, M/WBE participation will be credited as 75 percent, or \$750,000.
4. Minority-Non Minority Joint Venture:
A joint venture consisting of M/WBE participation and non-M/WBE business enterprises, functioning as a prime contractor, will be credited with minority participation on the basis of the percentage of profit accruing to the M/WBE firm. For example, if a M/WBE and non-M/WBE joint venture proposes to perform 50 percent of a \$1,000,000 project and 50 percent of the joint venture profits (\$500,000) are to accrue to the M/WBE partner in the joint venture, M/WBE participation will be credited at 25 percent or \$250,000.
5. Lower Tier Non-M/WBE Participation:
M/WBE subcontractors proposing to further subcontract to non-M/WBE contractors shall not have that portion of subcontracting activity considered when determining the percentage of M/WBE participation.
6. M/WBE Suppliers:
Any M/WBE supplier that performs a commercially useful function, manufactures or substantially alters the material or product it supplies will have that portion of activity considered when determining the percentage of M/WBE participation.

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

B. Required forms:

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

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

C. Good Faith Efforts:

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

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

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

FAILURE TO CONTACT THE MBO FOR ASSISTANCE IN COMPLYING WITH THESE GOALS MAY RESULT IN NOT HAVING IMPLEMENTED "GOOD FAITH" EFFORTS. Contact may be in writing, by telephone, or in person. If by phone or in person, name of MBO person spoken to should be obtained and written within the "CONTRACTOR CERTIFICATE OF GOOD FAITH" SUBMITTAL FORM (supplied if a contract has M/WBE goals).

(The Minority Business Office is located at 2901 West Durango Street, Phoenix, Arizona. Telephone number is 506-4068.

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

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

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

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

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

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

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

2. Names and dates of advertisement of each newspaper, trade paper, and minority focus paper in which a request for MBE and WBE participation for this project was placed by the bidder.

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

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

D. Appeal Process for Bid Award:

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

E. Contract Compliance:

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

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

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

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

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

F. Substitution of Subcontractors:

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

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

G. Requests for Pay:

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

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

CONTRACTOR CERTIFICATE OF GOOD FAITH*

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

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

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

I, _____, do hereby acknowledge that I am the _____ of who has been identified as the selected contractor on Flood Control District Project/Contract FCD _____.

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

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

A. IDENTIFYING SUBCONTRACTOR WORK ITEMS

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

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

B. NOTIFYING M/WBE FIRMS OR CONTRACTING OPPORTUNITIES

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

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

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

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

Contact was made by _____ Telephone _____

Written correspondence _____ Date contacted _____

Staff person contacted _____

C. PROVIDING M/WBES WITH ASSISTANCE

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

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

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

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

D. SOLICITING QUOTES FROM M/WBE FIRMS

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

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

Name of M/WBE Firm

Explanation for rejecting quote

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

**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: Apache Junction Floodway Ramp
Contract Number: FCD 95-04
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, %: 0%
Total Cumulative MBE/WBE: _____

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

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

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1995 by and between the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called the OWNER, acting by and through its BOARD OF DIRECTORS, and _____, hereinafter called the CONTRACTOR.

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

ARTICLE I - SCOPE OF WORK: THE CONTRACTOR shall construct, and complete in a workmanlike and substantial manner and to the satisfaction of the Chief Engineer and General Manager, a project for the Flood Control District of Maricopa County, designated as Contract FCD 95-04, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, materials, and labor to complete the work in the most substantial and workmanlike manner according to the Plans and Construction Specifications on file with the Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona, and such modifications of the same and other directions that may be made by the Flood Control District of Maricopa County as provided herein.

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

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

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

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

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

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

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

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

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

Party of the First Part

By: _____
Signature

Title: _____

Date: _____

Tax Identification Number

RECOMMENDED BY:

Interim Chief Engineer and General Manager
Flood Control District of Maricopa County

Date: _____

LEGAL REVIEW

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

By: _____
District, General Counsel

Date: _____

FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY PARTY OF
THE SECOND PART

By: _____
Chairman, Board of Directors

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

WHEREAS, the Principal has entered into a certain written contract with the Flood Control District of Maricopa County, dated the _____ day of _____, 1995 for Contract FCD 95-04 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 1995.

Principal Seal

By: _____

Title: _____

Agency of Record, State of Arizona

Agency Address

BOND NUMBER: _____

Surety Seal

By: _____

Title: _____

ATTACH SURETY POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Flood Control District of Maricopa County, dated the _____ day of _____, 1995, for Contract FCD 95-04, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 1995.

Agency of Record, State of Arizona

Agency Address

BOND NUMBER: _____

ATTACH SURETY POWER OF ATTORNEY

Principal Seal

By: _____

Title: _____

Surety Seal

By: _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
CERTIFICATE OF INSURANCE

CONTRACT FCD 95-04

PROJECT TITLE Apache Junction Floodway Ramp

NAME AND ADDRESS OF INSURANCE AGENCY	INSURANCE COMPANIES AFFORDING COVERAGES Company Letter A
NAME AND ADDRESS OF INSURED	Company Letter B
	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	\$1,000
	COMPREHENSIVE AUTO <input checked="" type="checkbox"/> LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input type="checkbox"/> EXCESS LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			STATUTORY each accident	\$100
	<input type="checkbox"/> ENGINEERS PROFESSIONAL LIABILITY			EACH CLAIM AND ANNUAL AGGREGATE	
	<input checked="" type="checkbox"/> OTHER Also include Maricopa County and Flood Control District of Maricopa County as additional insured.				

Except for Professional Liability Insurance and Workers' Compensation Insurance, the Flood Control District of Maricopa County is added as an additional insured on those types of policies described herein which are required to be furnished by this contract entered into between the insured and the Flood Control District. To the extent provided in this contract, insured shall hold harmless the Flood Control District of Maricopa County from liability arising out of any services provided or duty performed by insured as required by statute, law, purchase order or otherwise required, with the exception of liability for loss or damage resulting from the sole negligence of Flood Control District, its agents, employees or indemnities. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available. It is further agreed that no policy shall expire, be cancelled, or materially changed to affect the coverage available to the District without thirty (30) days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

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

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE

It is further agreed that:

The Contractor hereby agrees to indemnify and save harmless the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY and MARICOPA COUNTY, or any of their departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this Agreement, with the exception of liability for loss resulting from the sole negligence of the Flood Control District, its agents, employees, or indemnities.

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

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

Firm

Date

Principal

Title

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 95-04

SUPPLEMENTARY GENERAL CONDITIONS

SPECIFICATIONS:

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

PRECEDENCE OF CONTRACT DOCUMENTS:

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

Subsection 101.2 - Definitions and Terms:

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

Owned Business Enterprise Program as being the Program adopted by the Board of Supervisors effective January 1, 1992.

Subsection 102.5 - Preparation of Proposal:

Add the following:

Proposals, including the Bidding Schedule, must be legibly written in ink or typed.

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

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

Subsection 102.6 - Subcontractors' List:

Add the following:

A list of subcontractors to be employed on the project shall be submitted with the bid, on the form provided in the Proposal. No change of the subcontractors named therein will be made unless first approved in writing by Owner.

Subsection 102.7 - Irregular Proposals:

Add the following:

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

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

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

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

Subsection 103.6 - Contractor's Insurance:

Add the following:

Contract FCD 95-04
(Revised 3/17/94)

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

Subsection 103.6.1(D) - Contractor's Insurance:

Add the following:

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

Subsection 103.6.2 - Indemnification of the Contracting Agency Against Liability:

Add the following:

Additionally, Contractor shall execute the Indemnification on Page 30 of 30 of the Contract Documents.

Subsection 104.1 - Work to be Done:

Add the following sentence to 104.1.1:

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

105.1 - Authority of Engineer:

Add the following:

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

105.3 - Conformity with Plans and Specifications:

Add the following :

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

Subsection 105.6 - Cooperation with Utilities:

Add the following:

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

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

Flood Control District.....506-1501
Location Staking (A.P.S. , U.S. West, S.R.P.).....263-1100

Subsection 105.8 - Construction Stakes, Lines, and Grades:

Add the following:

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

Subsection 106.1 - Source of Materials and Quality:

Add the following:

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

Subsection 106.4 - Trade Names and Substitutions:

Replace with the following:

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

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

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

including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

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

Subsection 107.1 - Laws to be Observed:

Add the following Paragraph (G):

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

Subsection 107.2 - Permits:

Replace with the following:

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

Subsection 107.5:

Add the following:

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

Subsection 107.5.2 - Compliance with the Arizona Communication Standard:

Add the following:

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

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

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

Subsection 107.10 - Contractor's Responsibility for Work:

Add the following:

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

Subsection 108.1 - Notice to Proceed:

Delete Paragraph (A) and replace with the following:

(A) Contractor shall commence work within seven (7) calendar days after the date of the Notice to Proceed and complete all work within seventy five (75) calendar days beginning the day following the effective date specified in the Notice to Proceed.

Subsection 108.2 - Subletting of Contract:

Add the following:

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

Subsection 108.4 - Contractor's Construction Schedule:

Delete in its entirety and replace with the following:

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

Subsection 108.5 - Limitation of Operations:

Add the following:

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

Subsection 108.9 - Failure to Complete on Time:

Add the following:

The actual cost per calendar day incurred by Owner for Consultant Administrative and Inspection Services on this project will be added to the daily charges as indicated by TABLE 108, LIQUIDATED DAMAGES, and will be deducted from monies due or to become due to

Contractor for each and every calendar day that work shall remain incomplete after the time specified for the completion of the work in the proposal, or as adjusted by Engineer. Nothing contained in this provision shall prohibit Owner from deducting from monies due or to become due to Contractor for any other costs incurred by Owner directly attributable to the delay in completing this contract.

Subsection 109.2 - Scope of Payment:

Add the following:

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

Subsection 109.7 - Payment for Bond Issue and Budget Projects:

Add the following.

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

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

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 95-04 APACHE JUNCTION FLOODWAY RAMP

SPECIAL PROVISIONS

SECTION 206 - STRUCTURE EXCAVATION & BACKFILL

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

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

SECTION 211 - FILL CONSTRUCTION

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

Imported fill, for use in final site grading, shall be of low swell potential and free of organic and deleterious material. Prior to the placement of any fill, all loose soil, vegetation, and debris within the area of fill must be removed. 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, whose height shall not exceed eight (8) inches, to a minimum of 95 percent of the maximum density as determined in accordance with ASTM D-2922 and D-3017 within plus or minus 3 percent of optimum moisture content.

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

SECTION 215 - EARTHWORK FOR OPEN CHANNELS

Earthwork shall consist of clearing, stripping, excavating, filling, grading and disposal of excavated and removed material. Earthwork shall conform to Section 215 of the Uniform Standard Specifications except as modified herein.

Grading of the ramp and access road shall conform to a vertical tolerance of no inches above and 1 inch below the grade specified on the plans.

Approximate quantities are as follows: Structure excavation: 700 C.Y.
Structure Backfill: 450 C.Y.

No separate measurement or payment shall be made for the Earthwork for Open Channels. Payment for Earthwork for Open Channels shall be paid for as part of Bid Item 215-1.

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 an existing section on channel wall, 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 the disposal of all waste material shall be the responsibility of the Contractor.

Payment for the removal of existing improvements shall be paid for at the lump sum contract price bid for Bid Item 350-1. Such price shall include compensation for furnishing all materials, labor, tools, and equipment to accomplish the work in accordance with the plans and specifications.

SECTION 505 - CONCRETE STRUCTURES

The work under this section consists of furnishing all labor, materials, and equipment for the construction of the cast in place concrete footings walls and ramp in accordance with the plans and Section 505 of the Uniform Standard Specifications except as modified herein.

Concrete shall conform to the requirements of Section 725 of MAG, class "AA" concrete $f'c=4,000$ psi, and mix designs shall additionally meet the requirements of Chapter 5, Section 5.3 OF ACI STANDARD 318-89. The Contractor shall submit mix designs and certificates of conformance for the written approval of the Engineer.

The reinforcing steel shall conform to Section 727, grade 60, of the Uniform Standard Specifications. The use of fly ash will not be permitted in any concrete mixes.

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

Pot Life @ 77° F (ASTM D695) 60 min.

Tensile strength (ASTM D638) 4000 psi

Drilled holes shall conform to the diameter and depth shown on the plans. Epoxy shall be mixed and applied in accordance with the manufacturers recommendations. Dowels shall not be disturbed by other work by the lesser of the manufacturers recommended set time or 24 hours.

Measurement for concrete structures shall be by the cubic yard for the quantity of concrete placed within the limits of the dimensions shown on the plans for the completion of the concrete structures.

Payment for concrete structures shall be included in the price for Bid Item 505-1. Such price shall include compensation for furnishing all materials, labor, tools, and equipment to accomplish the work in accordance with the plans and specifications.

Measurement for reinforcing steel shall be by the pound for the quantity of reinforcing steel placed within the limits of the dimensions shown on the plans for the completion of the concrete structures.

Payment for the reinforcing steel shall be made at the unit price bid in the price for Bid Item 505-2. Such price shall include compensation for furnishing all materials, labor, tools, and equipment to accomplish the work in accordance with the plans and specifications.

SECTION 729 - EXPANSION JOINT FILLER

Materials under this section shall be in accordance with the plans and Section 729 of the Uniform Standard Specifications except as modified herein.

Section 729.1 is modified as follows: Preformed expansion joint filler shall conform to the requirements of ASTM Specification D 1752, Type I, II, or III.

The joint sealing compound shall be Type S, Grade NS, use T or NT, low modulus silicone conforming to the requirements of ASTM C 90 and shall tolerate submergence by intermittent flows. The sealant shall have the capability to withstand without failure an increase or decrease of 50% of the joint width as measured at the time of application when tested in accordance with ASTM C 719. The elongation shall be a minimum of 800% without failure when tested in accordance with ASTM D 412 and 500% without adhesion failure when tested in accordance with ASTM D 3583 (modified).

The Sealant shall show no sign of failure from accelerated weathering per ASTM C 793 after 5000 hours.

No separate measurement or payment shall be made for the expansion joint filler. Payment for this item shall be included in the unit price bid for Bid Item 505-1.