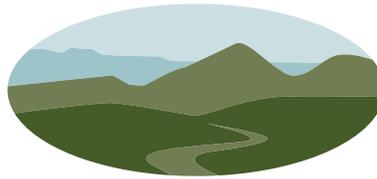


NOTE:
Pre-Bid 2/23/15
Quest Due 3/2/15
Bid Open 3/26/15

PINAL COUNTY
INVITATION FOR BIDS PACKET



P I N A L ♦ C O U N T Y
wide open opportunity

VOLUME I

PROJECT TITLE: **Maricopa Casa Grande Highway
Santa Cruz Wash Crossing Improvements**

PROJECT NUMBER: **62953157**

BIDDER'S NAME: _____

Pinal County Department of Finance / Procurement Division
P.O. Box 1348
Administration Building – A
31 North Pinal Street
Florence, Arizona 85132

TABLE OF CONTENTS AND INDEX

Project Title: Maricopa Casa Grande Highway
Santa Cruz Wash Crossing Improvements

Project No. 62953157

<u>VOLUME I</u>	Page Number
INVITATION FOR BIDS	INV 1 - 3
INSTRUCTIONS TO BIDDERS	INS 1 - 7
MATERIAL AND CONSTRUCTION BID FORM	B 1 - 4
BID SCHEDULE	BS 1-2
GENERAL PROVISIONS	GP 1 - 15
SPECIAL PROVISIONS AND SPECIFICATIONS	SPS 1 - 8
TECHNICAL PROVISIONS AND SPECIFICATIONS including	TPS 1 – 26
* APPENDIX A – Ak-Chin Environmental & Cultural Clearance Recommendations	
* APPENDIX B- UPRR Contractor Requirements	
* APPENDIX C – Army Corp of Engineers 404 Permit Requirements	
CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING	SUB 1
AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT	ASD 1 - 2
CONTRACTOR IMMIGRATION CERTIFICATION	CIC 1 - 2
NONCOLLUSION AFFIDAVIT	NC 1 - 2
CONTRACT AGREEMENT FORM	CA 1 – 4
PLANS	1-76
<u>VOLUME II</u>	
GEOTECHNICAL REPORT I	1-46
GEOTECHNICAL REPORT II	1-13

INVITATION FOR BIDS

Project Title: Maricopa – Casa Grande Highway Santa Cruz Wash Crossing Improvements

Project No.: 62953157

Bid No.: PW14/15/007

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County, hereinafter “Pinal,” at the office of the Pinal County Public Works Department, County Administration Building “F” South entrance, P. O. Box 727, 31 North Pinal Street, Florence, Arizona, until 2:00 P.M., according to the Development Services Department's clock, on, March 26, 2015 for the Scope of Work set forth below. No bids shall be received after this date and time.

SCOPE OF WORK: The proposed work consists of installing a temporary paved detour within Union Pacific Railroad Right-of-Way, constructing 30 each 10’x6’ Reinforced Concrete Box Culverts at the Santa Cruz Wash Crossing, installing an all-weather crossing for Murphy Road and Antone Street, including traffic control, mobilization, roadway excavation, subgrade preparation, aggregate base course, hot mix asphalt, guardrail, signing and pavement marking.

Unless accepted by the Engineer, work on this project shall be started within 10 calendar days from the notice to proceed date and be completed within 180 calendar days from notice to proceed date.

1.0 Administration:

- 1.1 The Contractor shall furnish experienced supervision, labor, materials, tools, equipment, supplies, utilities and transportation necessary to complete the project in a timely and professional manner.
- 1.2 The Contractor shall contact other agencies affected in the execution of this project and secure all necessary permits or other requirements necessary to complete the project.
- 1.3 Pinal County shall provide QA inspection and monitor the progress of the work.
- 1.4 The contractor shall be responsible for Quality Control in accordance with Maricopa Association of Governments (MAG) Standard Specifications.
- 1.5 Contractor shall perform at least 51 percent of the value of the project as identified in the Bid Schedule BS-1 with its own forces. The remainder of the work may be performed by subcontractors.

A non-mandatory pre-bid conference shall be held February 23, 2015 at 10:00 A.M., at the office of the Pinal County Public Works Department, 31 N. Pinal Street, Bldg. “F” South entrance, Public Works, to discuss the scope of work and technical aspects of the project. Any perceived or apparent omission or discrepancy in the Bid Documents may be presented in writing to the County Engineer at this pre-bid conference. If the County Engineer deems a response to a written request is necessary, the response shall be in the form of a written addendum. Oral statements or instructions shall not

constitute an amendment to the Invitation for Bids.

Questions shall be submitted in writing by **5:00 P.M.**, according to the Pinal County Public Works Department's clock, on **March 2, 2015** only to, Gloria Bean, Contracts Supervisor, at the Pinal County Purchasing Department, P.O. Box 1348, 31 North Pinal St., Building "A" Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899. **Failure to use this single point of contact when submitting questions may cause your bid to be rejected.** Any answers or clarifications affecting the cost shall be addressed to all bidders in an addendum. **Under no circumstances shall verbal interpretations or clarifications be given to individual contractors.**

Bids shall be publicly opened and read publicly on **March 26, 2015** at **2:05 P.M.**, according to the Pinal County Development Services clock, at the Office of the Pinal County Public Works Department in County Administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona.

Bidders may purchase Bidding Documents, at the Pinal County Development Services Counter 31 North Pinal Street, Building "F" South Entrance Florence, Arizona for \$50.00 per set payable by Check, Money Order or Credit Card Monday through Friday between 8:30 AM and 4:30 PM.

Plan Holders List, Bid Schedule, and Addendum(s) shall be posted on the Pinal County Website, when available. The address is:

<http://pinalcountyyaz.gov/PublicWorks/BidsSolicitations/Pages/home.aspx>

Bids shall be submitted on bid forms provided by Pinal IN THE MANNER AND ACCORDING TO THE CONDITIONS SET FORTH IN THE INSTRUCTIONS TO BIDDERS. ALL REQUIRED DOCUMENTS SHALL BE SUBMITTED, AS SET FORTH IN THE INSTRUCTIONS TO BIDDERS, ACCOMPANIED BY A BID SECURITY. IF BIDDER FAILS TO SUBMIT THE REQUIRED DOCUMENTS, THE BID SHALL BE DEEMED TO BE NON-RESPONSIVE AND REJECTED. In accordance with Arizona Revised Statutes, title 34, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County for ten per cent of the amount of the total Bid Price by certified check or cashier's check drawn on a responsible bank doing business in the state of Arizona or by surety bond acceptable to Pinal County and issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona in the form required by Arizona State Statutes, title 34, as amended, and executed by the bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The surety bond shall not be executed by an individual surety or sureties. No bid shall be considered unless it is accompanied by the required Bid Security. Return of the Bid Security shall be in the manner and according to the conditions set forth in the Instructions to Bidders.

AT THE TIME OF SUBMITTAL OF A SEALED BID, AND AT ALL TIMES DURING THE PERFORMANCE OF THIS CONTRACT, BIDDER SHALL BE LICENSED IN THE STATE OF ARIZONA AS A GENERAL COMMERCIAL CONTRACTOR; ALL PROPOSED SUBCONTRACTORS SHALL BE APPROPRIATELY LICENSED AS CONTRACTORS IN THE STATE OF ARIZONA FOR PERFORMING THE PORTION OF THE WORK FOR WHICH THEY ARE RESPONSIBLE.

If the Bidder or proposed subcontractor is not licensed prior to the bid submittal, the bid shall be deemed non-responsive and shall be rejected.

Before any contract is executed by the Pinal County Board of Supervisors, the successful bidder shall obtain the required insurance and shall furnish to Pinal the required proof of insurance, including proof that additional insured is PINAL COUNTY, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by Arizona State Statutes, title 34, and acceptable to Pinal County within the time period set forth in the bid form. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by the successful bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

Every Bid shall constitute an offer to perform according to the terms, conditions, provisions and specifications of the Bid/Contract Documents and shall remain irrevocable and subject to acceptance for sixty (60) days after the date for the opening of the bids.

Pinal reserves the right to accept or reject any and all bids, to accept or reject only part of a bid; to reject all non-responsive or non-responsible bids; to advertise for new bids; to waive any and all formalities in a bid not involving price, time or changes in the Scope of Work or to disregard all non-conforming, non-responsive, unbalanced or conditional bids when it is considered to be in the best interests of the Pinal; to withhold the award for any reason deemed suitable by Pinal and to cancel this Invitation for Bids at any time before the award of the contract by the Board of Supervisors of Pinal County, Arizona. Pinal also reserves the right to disqualify Bids, before or after the time of opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of Bidder.

Please note, all contracts with the Pinal are subject to cancellation for conflict of interest without penalty or further obligation as provided by Arizona Revised Statutes Section 38-511.

DATED 1/27/15


Louis M. Andersen, Director,
Department of Public Works

(END OF SECTION)

INSTRUCTIONS TO BIDDERS

Project Title: Maricopa Casa Grande Highway Santa Cruz Wash Crossing Improvements

Project No.: 62953157

To be considered, Bids shall be made in accordance with these Instructions to Bidders.

1. Submission of Bids. Bids shall be received by Pinal County by the time and at the place indicated in the Invitation for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project Title, Project Number, and name and address of the Bidder; and be accompanied by the Bid Security and other required documents. Bids sent through the mail or by other delivery system shall be enclosed within a separate envelope with the notation on its face as follows:

Sealed Bids for Roadway Improvements: Maricopa Casa Grande Highway Santa Cruz Wash Crossing Improvements, Project No. 62953157, Pinal County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Development Services Department of Public Works, Pinal County, Arizona.

2. Description of Work. As set forth under Scope of Work ("Work") in the Invitation for Bids.
3. Procurement of Bid Documents.
 - 3.1 Copies of the Bid Documents may be obtained as set forth in the Invitation for Bids. The purpose of providing copies of Bid Documents is for obtaining bids on the Work and does not confer a license or grant for any other use.
 - 3.2 Complete sets of Bid Documents shall be used in preparing bids. Neither Pinal County nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Bidder shall take careful note of all Addenda issued for this Project.
 - 3.3 It shall be the responsibility of the bidder to determine, prior to the submittal of its bid, if any addenda have been issued for this Project. All addenda issued, if not already bound in the Invitation for Bid packet, shall be submitted by bidder with the bid and noted on the bid form by the Bidder. Bids which do not have all issued addenda attached and/or noted on the bid form by the Bidder, shall be rejected by Pinal County. Bidder may call Pinal County Department of Public Works in order to ascertain if addenda have been issued for this project.
4. Bidder's Obligation to Examine Bid Documents and Investigate Prevailing Conditions. A Bidder has the obligation to be aware of the prevailing conditions before submitting a bid and is obligated to consider those conditions in fixing its Bid Price. The failure or omission of any Bidder to receive or examine the Bid Documents or to investigate prevailing conditions shall in no way relieve any Bidder from any obligation with respect to its bid. No term, matter or

condition that the Bidder could have discovered through an exercise of reasonable diligence shall constitute a basis for an allowance from or extra payment by Pinal. Before submitting a Bid, each Bidder shall:

- 4.1 Consider federal, state and local laws, regulations and ordinances that may affect cost, progress, or performance of the Work.
- 4.2 Notify Pinal in writing of any conflict, error, inadequacy or discrepancy in the Bid Documents and request resolution or clarification thereof.
- 4.3 Verify Bidder has received and considered any and all Addenda issued by Pinal County.
- 4.4 Agree that submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, that Bidder has complied with every obligation imposed on Bidder in these Bid Documents and that without exception the bid is based on performing the Work in accordance with the standards and specifications set forth in the Bid Documents and on such timetable as may be required by the Bid Documents, in exchange for the Bid Price without need or cause for delay or additional compensation arising from any matter that could have or should have been discovered by Bidder in the fulfillment of the obligations imposed herein.
- 4.5 Check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- 4.6 Examine thoroughly and familiarize itself with the Bid Documents (see definition under General Provisions and Specifications).
- 4.7 Become familiar with conditions under which the Work is to be performed, including but not limited to access, transportation/delivery routes, and traffic control, if applicable, weather conditions, and any other conditions and all other relevant matters that may affect cost, progress, performance of the Work and the required time for performing the Work.
- 4.8 At their own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions that may affect cost, progress, performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.9 Visit the site to become familiar with conditions under which the Work is to be performed concerning the site work, structure of the ground, obstructions which may be encountered, transportation access, drainage conditions, adjacent buildings, any other visible condition and all other relevant matters that may affect cost, progress, performance or furnishing of the Work.
- 4.10 Study and carefully correlate Bidder's observations with the Bid Documents. Any quantities shown by Engineer in these bid Documents are estimates only and it is the Bidder's responsibility to determine the quantities needed for the Work described in the Bid

Documents and for determining the Bid Price. Pinal shall not be responsible for any mistake or error made by Bidder nor shall any mistake or error constitutes a basis for an allowance from or extra payment by Pinal.

- 4.11 At bidder's sole expense, provide any staging, storage, temporary construction facilities, and access thereto.

5. Preparation and Submittal of Bid

- 5.1 Each Bidder shall submit the properly completed "Volume -1" Invitation for Bids packet consisting of the Cover Sheet, Table of Contents and Index, hereinafter "Index" and the documents listed on the Index: accompanied by all Addenda issued by Pinal prior to receipt of bids; bid security; and copies of bidder's contractor licenses and subcontractors' contractor license numbers, where applicable. All Addenda issued by Pinal shall be noted on the bid form by the Bidder.**
- 5.2 The Bidder's name shall be entered on the cover page and the required information, price and signature entered where specified on the Bid form. It is permissible to copy these forms as required. Facsimile bids, telegraphic bids or mailgrams shall not be considered.
- 5.3 The Bid form shall bear an original ink signature by the person authorized to sign.
- 5.4 Erasures, interlineations or other modifications in the bid shall be initialed in original ink by the authorized person signing the Bid form.
- 5.5 Responding with a signed Bid shall constitute an irrevocable offer to perform the specified Work according to the provisions and specifications set forth in the Bid Documents.
- 5.6 All blanks on the Bid form shall be completed in ink or be typed.
- 5.7 A bid made by an individual shall be signed with the Bidder's full name and be notarized.
- 5.8 A bid by a corporation shall be executed in the corporate name by the president, vice-president, or other officer who presents competent evidence of authority to sign, and shall also have the corporate seal affixed and be attested to by the secretary of the corporation or a notary.
- 5.9 A bid by a partnership shall be executed in the partnership name and signed by a general partner whose title shall appear under the signature, and said signature shall be notarized.
- 5.10 The name of every signer shall be typed or legibly printed below the signature.
- 5.11 The completed Bid form shall contain an acknowledgment of receipt of all Addenda, the number of which shall be filled in on the Bid form.
- 5.12 The address and telephone number for notice to the Bidder/Contractor shall be completed on the Bid form.

5.13 An Arizona commercial contractor's license number and the corresponding license classification, by which the Bidder warrants that the Bidder is legally qualified to perform the work.

5.14 Arizona sales tax license number, if any.

6. Calculation of Bid Price.

6.1 The bid shall be based upon the Scope of Work to be performed in strict conformity with the specifications and plans for said Scope of Work. Reference is made to said specifications and plans for full particulars and descriptions of the Scope of Work. Copies of the specifications and plans may be obtained as set forth in the Invitation for Bids.

6.2 The successful bidder is responsible and liable for the payment of all applicable taxes, fees and permit costs.

6.3 Quantities appearing in the Bid Documents are approximate only and are to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and accepted and/or for materials furnished in accordance with the contract at the unit price in the Bid. Contractor shall verify actual quantities prior to construction and notify the Engineer of any deviation, either exceeding or under the Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without a prior written change order approved by Pinal. Any additional payment paid to Contractor for additional quantities shall be based on the applicable unit price in the Bid.

7. Interpretations and Addenda. All questions concerning the Bid Documents, including requests for "or equal" approvals, are to be submitted as instructed in the Invitation For Bids. Clarifications considered necessary by Pinal in response to such questions shall be issued by Addenda. Any Addenda shall be made available at the same location where the Invitation for Bids was issued. As a courtesy only, Pinal may mail, fax or deliver copies of such Addenda to parties recorded by Pinal as having requested and received the Invitation for Bids packet. Only factual questions answered by formal written Addenda shall be binding. Any non factual interpretation of the Bid/Contract Documents shall be without legal effect. As stated in paragraph 3.3 hereinabove, it shall be the responsibility of the Bidder to ascertain the existence of Addenda and the content of each.

8. Bid Security

8.1 Each Bid shall be accompanied by Bid Security as set forth in the Invitation For Bids. Bid Security is submitted as a guarantee that the bidder, if awarded the Contract, shall enter into a Contract to perform the Work in accordance with the plans and specifications and shall promptly provide contract security in the manner and form required in the Bid Documents. Failure to strictly comply with these provisions shall result in the bid security being retained by Pinal as liquidated damages. No bid shall be considered unless it is

accompanied by the required Bid Security.

- 8.2 The Bid Security of the successful bidder shall be retained until such bidder has furnished the bonds required by A.R.S. § 34-222, as amended, insurance certificates, insurance policy endorsements of additional insured and any other documents required in the Bid/Contract Documents. If, within ten (10) calendar days from the issuance of the Notice of Award of the contract the successful Bidder fails to deliver all the required documents and fails to execute the instrument entitled "Contract," the Bid Security of that Bidder shall be retained by Pinal as liquidated damages.
- 8.3 The Bid Security of unsuccessful Bidders whom Pinal believes to have a reasonable chance of receiving the award if the successful Bidder fails to provide the necessary documentation to Pinal and enter into a contract with Pinal, may be retained by Pinal until the earlier of the day after the signing of the Contract instrument by the Pinal County Board of Supervisors or the sixty-first day after the bid opening, whereupon the Bid Security shall be returned to such Bidders.

The Bid Security of the three lowest Bidders may be retained until the Notice of Award has been issued and a contract has been finalized.

- 8.4 As a courtesy, Bid Security may be returned to noncompetitive Bidders not sooner than seven days after the bid opening. Compliance with the provisions herewith shall be determined in all cases by the Director of the Pinal County Public Works Department and said Director's determination shall be final.

9. Certification of Intentions Concerning Subcontracting.

- 9.1 Each Bidder shall fill out, sign, date and submit with its bid, the Certification of Intention Concerning Subcontracting form provided in the Invitation for bids packet. Bidder shall list the name and address of each subcontractor, supplier and/or sub-suppliers who shall render work or services or provide material, equipment or tools to the Bidder/Contractor and the portion of work or services to be performed and materials, equipment or tools to be supplied on this Project. Failure to list subcontractors, suppliers, sub-suppliers or manufacturers whose work, services, material, equipment or tools total more than fifteen percent (15%) of the Bid Price shall constitute a non-responsive bid and result in rejection.
- 9.2 No Bidder shall be required to employ any subcontractor, supplier, subsupplier or other person or organization against whom the Bidder has reasonable objection.
- 9.3 Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractor shall fulfill the requirements set forth in the General Provisions in paragraph 30 entitled "Liens."
- 9.4 At the time of bid submittal, bidder shall be appropriately licensed as a contractor in the State of Arizona for performing the Scope of Work and bidder's subcontractors shall be appropriately licensed in the State of Arizona for performing their share of the Scope of Work.

10. Noncollusion Affidavit. Each Bidder shall complete the Noncollusion Affidavit form provided in the Invitation for Bids packet. In front of a notary public, said form shall be executed by or on behalf of the person, firm association or corporation submitting the bid, certifying under penalty of perjury, that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken action in restraint of free competitive bidding in connection with the submitted bid. Failure on the part of any Bidder to observe these provisions shall result in disqualification.
11. Pre-Opening Modification or Withdrawal of Bids. A bidder may modify or withdraw its bid at anytime prior to the closing date and time set for the receipt of bids. A bid may be withdrawn or modified by presenting a written withdrawal or written modification clearly identifying the Bidder and the Project Number at the location designated for receipt of bids in the Invitation to Bid. No telephone, telegraphic or facsimile transmission of modification or withdrawal shall be accepted.
12. Late Bids, Late Modifications, Late Withdrawals. Late bids, modifications and withdrawals shall not be considered. A bid, modification or withdrawal is late if it is received at the location designated in the Invitation for Bids for receipt of bids after the closing date and time set for receipt of bids.
13. Mistakes in Bids After Bid Opening. After bid opening, the Director of the Public Works Department may permit a bidder to withdraw a bid without penalty if:
 - 13.1 A mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or
 - 13.2 The bidder establishes by clear and convincing evidence that a mistake was made.
 - 13.3 Mistakes shall not be corrected after award of the contract.
14. Opening of Bids.
 - 14.1 Bids shall be opened, and unless obviously unresponsive, the Bidder's name and the corresponding bid amount shall be read aloud publicly. A synopsis of the bid results shall be made available within a reasonable time after the opening.
 - 14.2 Periods of time, stated as number of days, shall be calendar days, unless specifically stated otherwise.
15. Bids to Remain Irrevocable Subject to Acceptance. All bids shall remain irrevocable and subject to acceptance for sixty (60) days after the date of the bid opening.
16. Award of Contract. The Contract shall be awarded and Notice of Award issued to the lowest responsible, responsive Bidder complying with these instructions as of the date and time set for opening of the bids, provided the bid is reasonable and acceptance is in the best interest of Pinal. The Board of Supervisors shall not sign a contract until the successful Bidder has furnished the

necessary surety bonds and insurance documents as required in the Bid/Contract Documents in the manner and form required in said documents. Failure to provide the necessary surety bonds and insurance documents in the required manner and form, permits Pinal to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate Pinal to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates Pinal to enter into a contract for the work.

17. Reservation of Rights by Pinal. As set forth in the Invitation for Bids.

(END OF SECTION)

MATERIAL AND CONSTRUCTION BID FORM

(RESPONSE TO INVITATION FOR BIDS)

Project Title: Maricopa Casa Grande Highway
Santa Cruz Wash Crossing Improvements

Project No.: 62953157

To: Pinal County Department of Public Works
31 N. Pinal St., Building "F" South Entrance
P. O. Box 727
Florence, AZ 85132

Bid of _____, hereafter "Bidder."

BIDDER AFFIRMS that notice pursuant to this bid may be delivered to:

Individual name: _____

Company name: _____

Address: _____

Phone: _____

Fax Phone: _____

Email: _____

BIDDER AFFIRMS that it is:

_____ A corporation incorporated in the State of _____ or

_____ A partnership consisting of _____
_____ or

_____ A sole proprietorship, doing business as _____

BIDDER AFFIRMS that it holds the following licenses:

Arizona Commercial Contractor's License Classification(s) _____

Arizona Commercial Contractor's License No. _____

Arizona Sales Tax License No. _____

Other: (type of license) _____

Federal Tax ID No. _____

BIDDER CERTIFIES that it has reviewed understands and does accept the obligations set forth in the Bid Documents, including the Addenda numbered ____ through ____.

BIDDER CERTIFIES that the Invitation for Bids packet for the Project, including, but not limited to, plans, construction specifications, forms of contract, bonds and sureties which constitutes essential parts of this Bid, has been carefully examined.

BIDDER CERTIFIES that it has visited and made a detailed investigation of the Project Site(s) and surrounding area.

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes; and any other conditions and all other relevant matters that may affect cost, progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

BIDDER DECLARES that at no time shall misunderstanding of the plans, specifications, special provisions or conditions to be overcome, be pled.

BIDDER DECLARES any failure to fully investigate, inspect, take proper measurements and satisfy itself as to the Scope of Work for the Project shall NOT be grounds for additional compensation under this Contract.

BIDDER UNDERSTANDS that the quantities of Work in the Bid Schedule and/or Plans are approximate only; are to be used for the comparison of bids; and are subject to increase or decrease.

BIDDER 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(s) bid in the Bid Schedule(s). If there is a discrepancy between the aggregate sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, then the unit prices shall apply.

BIDDER SUBMITS in the attached Bid Schedule(s) its unit prices for which it proposes to perform each item of work. BIDDER ACKNOWLEDGES that it must extend the item amounts from the unit prices; and failure to do so may result in this Bid being rejected as irregular and non-responsive.

BIDDER UNDERSTANDS that no payment shall be made by Pinal County for unused materials, including, but not limited to Bidder's unused stockpiled materials.

BIDDER UNDERSTANDS and agrees that by entering into a contract with Pinal County it also agrees to enter into a contract with any municipality within Pinal County at the same bid prices and the same specifications as the contract with Pinal County. Bidder agrees to be bound by this provision during the time period the contract is in effect.

BIDDER UNDERSTANDS AND AGREES that this Bid includes all items on the Bid Schedule(s) and that the Bid Schedule(s) is/are part of the Bid form.

With that knowledge and commitment and guaranteed by the required Bid Security, Bidder offers and agrees to:

1. Hold open the bid for sixty (60) calendar days after the opening of bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security;
2. Within **Fifteen (15)** calendar days of a Notice of Award to the Bidder, to deliver to Pinal County a Labor and Material Bond, a Performance Bond, a Schedule of Performance, a Schedule of Values, Traffic Control Plan, and insurance certificates, all as required by the Bid/Contract Documents and to execute a contract for the Work; and
3. Upon acceptance of this offer and execution of a contract by Pinal County, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all of the terms, conditions and provisions of the Bid/Contract Documents. Total Bid Price set forth below is based upon the aggregate amount set forth in the attached Bid Schedule.

Bid Price _____ Dollars (\$) _____),

Submitted by: _____
Contractor (Name typed or printed)

Executed by: _____
Signature of Officer, Partner or Proprietor

Title (typed or printed)

Dated: _____ Corporate Seal (If a corporation)

(Individual Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 201____, by _____.

My Commission expires: _____

Notary Public

BID SCHEDULE - Maricopa - Casa Grande Highway Santa Cruz Wash Crossing Improvements Project No. 62953157

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Traffic Control	L.SUM	1		
2	Mobilization	L.SUM	1		
3	Surveying	L.SUM	1		
4	Roadway Excavation: Est Raw Cut = 8,953 CY, Est Raw Fill = 4,711 CY	L.SUM	1		
5	Structural Excavation and Backfill (See Plan Sheet No. 2)	L.SUM	1		
6	Remove Existing AC Pavement (Per MAG Std Specs Sec 350)	SY	11855		
7	Subgrade Preparation (Per MAG Std Specs Sec 301)	SY	9558		
8	Riprap (Per MAG Std Specs Sec 703, D50=6")	CY	319		
9	Aggregate Base Course	TON	5550		
10	2" Asphalt Concrete for Paved Detour, (R-19mm, 3/4" Mix), Low Traffic Pavement	TON	639		
11	3 1/2" Asphalt Concrete for First Lift on Highway, (A-19mm, 3/4" Mix), High Traffic Pavement	TON	1669		
12	2 1/2" Asphalt Concrete for Final Lift on Highway, (A-12.5mm, 3/4" Mix), High Traffic Pavement	TON	1192		
13	3" Asphalt Concrete for Milled Pavement Overlay of Highway, (R-19mm, 3/4" Mix), High Traffic Pavement	TON	1632		
14	Tack Coat (Per MAG Std Specs Sec 329)	TON	15		
15	Concrete Ribbon Curb (Per MAG Std Dtl 220-1 Type B)	LF	425		
16	Remove Pipe, Backfill & Compact, D=24"	LF	150		
17	Relocate Light Pole	EACH	1		
18	Remove and Salvage Traffic Sign	EACH	25		
19	Miscellaneous Removals and Other Work (Existing Utilities)	L.SUM	1		
20	Relocate Traffic Sign Panel	EACH	1		
21	Guardrail (Per ADOT Std Dtl C-10.02)	LF	2025		
22	Guardrail Terminal, SKT-350	EACH	4		
23	Hydro Seeding	ACRE	4		
24	4" White Thermoplastic Traffic Stripe	LF	15719		
25	4" Yellow Thermoplastic Traffic Stripe	LF	10877		
26	Foundation for Square Tube Post (Per ADOT Std Dtl S-1, Sheet 2 of 3)	EACH	22		
27	Sign Post (2 S) (Perforated) (Single) (Per ADOT Std Dtl S-1, Sheet 1)	LF	94		
28	Sign Post (2 1/2S) (Perforated) (Single) (Per ADOT Std Dtl S-1, Sheet 1)	LF	162		
29	Regulatory, Warn, or Marker Sign Panel ASTM D-4956-01A, Type XI Sheeting (Per ADOT Std Spec Sec 608)	SF	152		
30	Guardrail Extruder Terminal Marker	EACH	4		
31	Structural Concrete ADOT Class S, f _c =3000 PSI	CY	2021		
32	Reinforcing Steel	LB	313341		
33	24" CMP (Per MAG Std Specs Sec 621)	LF	260		
34	End Section for 24" Pipe Culvert	EACH	10		
35	Clearing and Grubbing	L.SUM	1		

BID SCHEDULE - Maricopa - Casa Grande Highway Santa Cruz Wash Crossing Improvements Project No. 62953157

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
36	Environmental Mitigation Compliance (Stormwater Pollution Prevention per ADOT Std Specs Sec 104.09)	L.SUM	1		
37	Asphalt Milling	SY	9383		
38	Portable Message Board	EA-DAY	360		
39	Notification Signing	SF	50		
40	Uniformed Off-Duty Officer	HOUR	200	\$45.00	\$9,000.00
41	UPRR Flagman Allowance	Allowance	1	\$10,000.00	\$10,000.00
42	AZPDES	Allowance	1	\$5,000.00	\$5,000.00
43	Contingency Allowance	Allowance	1	\$115,000.00	\$115,000.00
44	FEMA Floodplain Allowance	Allowance	1	\$20,000.00	\$20,000.00

TOTAL

Quantities appearing in the Bid Documents are approximate only and are not to be used for the comparison of bids. Payment to Contractor shall made only for the actual quantities of work performed and accepted and/or for materials furnished in accordance with the contract at the unit prices in the bid. Contractor shall verify actual quantities prior to construction and notify the Engineer of any deviation, either exceeding or under the Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without a prior written change order approved by Pinal. Any additional payment paid to Contractor for additional quantities shall be based on the applicable unit price in the Bid. No payment shall be made for unused materials.

GENERAL PROVISIONS

Project Title: Maricopa Casa Grande Highway Santa Cruz Crossing Improvements

Project No.: 62953157

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
 - 1.01 Bid Documents: The whole of the Invitation for Bids packet, which consists of all the documents listed in the index of said bid packet and all Addenda thereto.
 - 1.02 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents for Project No. 62953157.
 - 1.03 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
 - 1.04 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the Contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
 - 1.05 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation for Bids by submitting a signed Bid.
 - 1.06 Board: Pinal County Board of Supervisors.
 - 1.07 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
 - 1.08 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors. Approval by the Board of Supervisors shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
 - 1.09 Channel: A natural or artificial watercourse.
 - 1.10 Contract Administrator: Director of the Pinal County Department of Public Works, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.

- 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor the Contractor's surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
- 1.12 Contract/Contract Documents: The written instrument between Pinal and the Contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
- 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
- 1.14 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
- 1.15 County Engineer or Engineer: The Pinal County Engineer, acting by and under the authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal County Board of Supervisors.
- 1.16 Culvert: Any structure not classified as a bridge which provides an opening under the roadway.
- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Public Works.
- 1.19 Director: The Pinal County Director of Public Works, acting in the official capacity as said Director.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, § 1-301.
- 1.22 Laboratory: A testing laboratory that has been approved by Pinal to perform testing and that has been determined by Pinal to be free from any conflict of interest.

- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material suppliers.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not deliver this to the Project Site. For purposes of this definition, a supplier shall not include one who establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.28 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect Pinal by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.
- 1.29 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.30 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.31 Project Plans: Specific details and dimensions peculiar to the Work which are Supplemented by the Standard Drawings insofar as they may apply.
- 1.32 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply delivery and/or transportation purchased by Pinal and includes a written note from Pinal to any contractor or vendor of the start date and the Scope of Work.
- 1.33 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.34 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgment or other similar action is indicated, such order, instruction, decision, exercise of judgment or other similar action shall be issued, given, made by or reserved to the County Engineer.
- 1.35 Schedule of Performance: A timetable prepared by a bidder given a Notice of Award, to

commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.

- 1.36 Schedule of Values: Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under this contract on the progress payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit, equipment costs or rental, transportation.
 - 1.37 Special Detour: A detour, which requires the construction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
 - 1.38 Shop Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.
 - 1.39 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
 - 1.40 Subcontractor: An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
 - 1.41 Superintendent: Contractor's authorized representative in responsible charge of the Work.
 - 1.42 Surety: The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
 - 1.43 Working Day: A calendar day, exclusive of Saturdays, Sundays and County-recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
 - 1.44 Working and Supplemental Drawings: Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to Pinal.
2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit Pinal from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall Pinal be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of Contractor to fulfill its obligations under the Contract. A waiver on the part of Pinal of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

3. Latent Defects, Fraud, Gross Mistakes. Contractor, without prejudice to the terms of the Contract, shall be liable to Pinal for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards to Pinal's rights under any warranty or guarantee.
4. Change Orders. Pinal may, at any time, by written order and without notice to sureties make or direct changes (revisions, additions or deletions) within the general scope of the Contract in the Work to be performed. Written change orders from Contractor shall be submitted with written justification and estimates to Pinal County Department of Public Works. Written change orders require formal approval by the Pinal County Board of Supervisors prior to any change in Work under the Contract.
5. Delays and Extensions. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any, may be covered by an extension of time for such reasonable period as may be mutually agreed upon between the parties hereto. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by Pinal of any of its rights herein.
6. Disputes. For resolving questions of fact not disposed of by agreements between the parties to this Contract, the final determination shall be made by Pinal.
7. Contract Bonds. Contractor shall execute a Labor and Material Payment Bond, if subcontractors are to provide labor and materials, and shall execute a Performance Bond, each in an amount at least equal to one hundred percent (100%) of the full Contract Price. Such bonds shall be issued by a surety company or surety companies, acceptable to Pinal and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of the Attorney in Fact's Power of Attorney. Only those forms of Performance and Payment Bonds that conform with Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes shall be used. Bonds from individual sureties are not acceptable. The bonds shall serve as security for the faithful performance of the Contract, including maintenance provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the bonds shall be paid by Contractor. If, at any time, Pinal shall become dissatisfied with any surety or sureties then upon the bonds, or if for any other reason such bonds shall cease to be adequate security for Pinal, Contractor shall, within five (5) calendar days after notice from the Engineer so to do, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to Pinal. The premiums on such bonds shall be paid by Contractor. Pinal may withhold the premiums due on such bonds from compensation due Contractor.
8. Independent Contractor. All Work performed under this Contract is being performed by Contractor as an independent contractor and not as an employee or agent of Pinal. This Contract does not constitute, create, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Pinal and Contractor, Contractor's employees, subcontractors, subcontractors' employees or any person supplied by Contractor in the performance of Contractor's obligations under this Contract and does not entitle said persons to rights or benefits

from Pinal normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Contractor and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Pinal with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

9. Insurance. Without limiting any of Contractor's obligations or liabilities, Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to Pinal and with policies and forms satisfactory to Pinal.

9.1 Workers' Compensation Insurance, or participation in the State of Arizona State Compensation Fund to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the Work under this Contract; and Employer's Liability insurance of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) disease policy limit.

9.2 Commercial General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) for each occurrence with a Two Million Dollars (\$2,000,000.00) Products and Completed Operations Aggregate and with a Two Million Dollars (\$2,000,000.00) General Aggregate Limit. The policy shall include coverage for bodily injury, death, broad form property damage, personal injury, products/completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground).

Such policy shall contain a severability of interests provision; and shall not contain a sunset provision or commutation clause, nor any provision which would serve to eliminate or limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704 and shall include coverage for Contractor's operations and products and completed operations.

9.3 Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000.00), each occurrence with respect to Contractor's owned, hired and non- owned vehicles assigned to or used in the performance of Contractor's work.

- 9.4 Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.
- 9.5 At the time the successful bidder submits certificate of insurance, labor/material and performance bonds the successful bidder shall also submit, the name of the company representative responsible for all construction claims, including claims for property damage and damage to vehicles caused by construction or materials.
- 9.6 All claims for damages including damages to vehicles shall be responded to by Contractor within fifteen (15) days of submission of the claim. Contractor's failure to respond to claims within fifteen (15) days may be considered a material breach of the contract documents.

Additional Insured. The insurance coverage, except Workers' Compensation, required by this contract, shall name Pinal County, its agents, representatives, directors, officials, employees and officers as Additional Insureds and shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Pinal, its agents, representatives, directors, officials, employees and officers shall be excess coverage, and not contributory coverage to that provided by the Contractor.

Claims Made. In the event any insurance policy required by the Contract is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and be evidenced by annual Certificates of Insurance.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted.

Material Breach. Failure on the part of Contractor to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted shall constitute a material breach of Contract upon which Pinal may immediately terminate the Contract or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Pinal shall be repaid by Contractor to Pinal upon demand, or Pinal may offset the cost of the premiums against any monies due to Contractor from Pinal.

Primary Coverage. Contractor's insurance shall be primary insurance as respects Pinal and any insurance or self insurance maintained by Pinal shall be in excess of Contractor's insurance and shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Pinal.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against Pinal, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of Contractor.

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

Insurance policies that contain deductibles or self-insured retentions in excess of Five Thousand Dollars (\$5,000.00) per occurrence shall not be acceptable without prior approval of Pinal.

Certificates of Insurance. Prior to commencing the Work under this Contract, Contractor shall furnish Pinal with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Pinal County Department of Finance/Procurement
Attn: Public Works, Contracts Supervisor/Buyer
P. O. Box 1348, Florence, AZ 85132

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

10. Subcontractor's Insurance. In addition to insurance coverage required by Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its subcontractors on behalf of Pinal and subcontractors shall comply with the paragraph entitled "Insurance" above.
11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses

(including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any omission, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractors may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

12. Survivability. Every provision of paragraph 9, (Insurance), paragraph 10 (Subcontractor's Insurance) and paragraph 11 (Indemnification) of these General Provisions shall survive the termination, cancellation, suspension, or completion of this contract.
13. Contractor's Responsibility. To the fullest extent permitted by law, Contractor shall be responsible for its own negligent acts, omissions and mistakes, and that of its employees, agents and subcontractors.
14. Requiring Removal of Unqualified Personnel. If Contractor personnel are deemed to be incompetent, careless, or otherwise objectionable, the contracting officer may require the removal of such personnel from the project.
 - 14.1 Such an action shall be supported by facts which show continued incompetence, carelessness, neglect, or other behavior detrimental to contract performance and to Pinal's best interest.
 - 14.2 This is a delegated authority of the contracting officer's representative (COR) and shall be used if the contractor does not correct deficiencies in his organization.
 - 14.3 Incompetence by the Contractor's Quality Control staff shall be brought to the Contractor's attention. If no immediate corrective action is taken by the Contractor, he may be directed to remove any employee acting in an incompetent manner. The Contractor shall comply and if this action is considered necessary, action shall be taken within forty-eight (48) hours.
15. Requiring the Contractor to Assume Personal Supervision. If the Contractor does not provide a superintendent approved by Pinal, Pinal may require the Contractor to assume personal supervision of the work.
16. Non-liability of Public Officials and Pinal Representatives. The Pinal County Board of Supervisors, officials, agents or employees of Pinal shall not be charged personally by Contractor with any liability or held liable by Contractor under any term or provision of this Contract, in carrying out any of the provisions of the specifications or in exercising any power or authority granted to them by or within the scope of the Contract, or because of the Contractor's execution or attempted execution or because of any breach. It is understood and agreed that in all such

matters the Pinal County Board of Supervisors, officials, agents and employees act solely as agents and representatives of Pinal.

17. Notice of Claim. Contractor shall notify Pinal of any claim filed against Contractor or Contractor's insurance company arising from services performed under the Contract within thirty (30) days of such filing.
18. Final Payment Acceptance. The acceptance by Contractor, its successors or assigns of any payment made as final payment under the Contract or of any final payment due on termination of the Contract, shall constitute a full and complete release of Pinal from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against Pinal under the provisions of the Contract.
19. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal. No such authorization shall be construed to relieve Contractor of Contractor's primary responsibility for completion of the contract or the Contract itself. Contractor shall be directly responsible for the quality and performance of any work subcontracted, and if any subcontractor shall fail to perform the work undertaken by the subcontractor in a manner satisfactory to Pinal, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to Pinal. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal.
20. Retention of and Access to Records. Contractor and every subcontractor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data and all other material relating to the Project, and shall make all such materials available at any reasonable time during the term of work on the Project and for five (5) years from the date of final payment to Contractor for auditing, inspection and copying upon Pinal's request. Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.
21. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of Pinal except off duty Pinal County Sheriff's Officers for Traffic Control.
22. General Compliance with Laws. Contractor, its employees, agents, subcontractors, subcontractor's employees and agents, and anyone acting on Contractor's behalf shall comply with all applicable federal, state and local laws, regulations, rules and ordinances, including but not limited to speed limits, weight/load restrictions and environmental laws and regulations.
23. Permits, Licenses, Fees. Contractor shall procure 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.
24. Sales and Use Taxes. In accordance with State of Arizona, Department of Revenue regulations, all sales and use taxes due the State on materials, labor or services and equipment used in this Project, shall be paid by Contractor. Before final payment on the Contract is made by Pinal, Contractor shall furnish Pinal with a certificate duly acknowledged stating all such sales and use

taxes have been paid to the State of Arizona. In the event that services or materials of a subcontractor are used, Contractor agrees to make the same requirements contained above of the subcontractor in favor of Pinal. Any and all refunds claimed and received by Pinal shall be the property of Pinal and shall not affect any bid price or Contract price under this Contract.

25. Termination of Contract for Default. If Contractor:

- 25.1 Fails to begin the Work under this Contract within the time specified;
- 25.2 Refuses or fails to perform the Work, or any separable part, with such diligence as shall ensure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
- 25.3 Fails to supply sufficient skilled workmen or suitable equipment or materials according to required specifications and/or provides defective material;
- 25.4 Fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;
- 25.5 Fails to perform the Work in a satisfactory manner, or neglects or refuses to remove materials or to perform anew such Work as may be rejected as defective, unsuitable and unacceptable;
- 25.6 Fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction or specified by the Contract Documents;
- 25.7 Fails to follow any reasonable instruction by Pinal;
- 25.8 Performs work which deviates from the Contract Documents;
- 25.9 Discontinues the prosecution of the Work;
- 25.10 Fails to resume the Work which has been discontinued within a reasonable time after notice to do so;
- 25.11 Allows any final judgment to stand against the contractor unsatisfied for a period of ten (10) days;
- 25.12 Commits any act of bankruptcy or insolvency;
- 25.13 Makes an assignment for the benefit of creditors;
- 25.14 Otherwise violates in any material way any provision or requirement of the Contract Documents, or
- 25.15 If contractors license as a contractor in the State of Arizona is suspended, revoked, or

cancelled for any reason during the term of the contract.

25.16 For any other cause whatsoever, fails to carry on the Work in an acceptable manner,

Pinal shall give notice in writing to Contractor and its surety of such failure, delay, neglect, refusal or default, specifying the same. If Contractor, or Contractor's surety, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then Pinal upon the failure of Contractor to comply with such notice, shall have full power and authority, without violating the contract, to terminate this Contract. Pinal, at its option, may call upon the surety to complete the Work in accordance with the terms of this Contract or Pinal may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable to Pinal and may complete the Work with its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as in the opinion of Pinal shall be required for the completion of the Work in an acceptable manner. All costs and charges incurred by Pinal, together with the cost of completing the Work, shall be deducted from any monies due or which may become due to Contractor on this Contract. If such expense exceeds the sum which would have been payable under this Contract, Contractor and Contractor's surety shall be liable and shall pay to Pinal the amount of such excess.

26. Termination, Postponement or Abandonment.

26.1 The right is reserved by Pinal to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any, reason, Pinal determines such action is in the best interests of Pinal. This Contract may be terminated by giving written notice to Contractor at least twenty-four (24) hours prior to the termination, postponement or abandonment, and Pinal shall be liable to Contractor only for work performed up to the effective date of termination, postponement or abandonment. In no event shall payment for such costs exceed the current contract price. Acceptable materials, obtained by Contractor for the work but which have not been incorporated therein, may, at the option of Pinal, be purchased from Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed. Contractor agrees to make his cost records available to Pinal to the extent necessary to determine the validity and amount of any claim made against Pinal under this Contract. Termination of a Contract or portion thereof shall not relieve Contractor of its contractual responsibilities for the work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the work performed.

26.2 Because Pinal may have more than one roadway construction project at the same time, and because the successful bidder on this project may also be a successful bidder on one or more of these projects, the successful bidder shall warrant and prove to the satisfaction of Pinal that it is capable of performing all contracts concurrently. Failure to do so may be cause for Pinal in its sole discretion to terminate the contract and any other contract(s) awarded.

27. Improper Exercise of Authority. It is further understood and agreed that Contractor shall not in any way exercise any portion of the authority or sovereign powers of Pinal and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal.

28. Subcontracts. Subcontracts entered into by Contractor to accomplish the Work shall incorporate, by reference, in each subcontract the provisions of the Contract Documents. Subcontracts shall be in writing and shall contain a provision whereby a person so employed or with whom a subcontract has been entered, acknowledges that Pinal shall not be liable for any costs, claims, damages, reimbursement or payment of any kind relating to such subcontract. Contractor shall bear full responsibility for acceptable performance under each subcontract.
29. Changes in Subcontractors or Material Supplier: In the event there is a need to change, add or delete a subcontractor or material supplier, Pinal shall be notified in writing no less than seven (7) days prior to the commencement of work by the proposed subcontractor or delivery of supplies by the proposed material supplier.
30. Liens. Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractor shall provide to Pinal a notarized receipt/release for satisfaction of payment and waiver of lien on this Project from each subcontractor, supplier and subsupplier performing services, labor and/or providing materials and/or supplies for this Project and any and all persons holding claims against the Work for this Project. If Contractor is the sole supplier and/or contractor under these Contract Documents, Contractor shall, prior to payment by Pinal, provide a written, notarized statement to Pinal stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.
31. Notices. Any notice or demand under this Contract from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. Mail box, in a postage prepaid envelope addressed to the other party to the address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and changed address.

Pinal: Pinal County Department of Finance/Procurement
 Attn: Public Works Contracts Supervisor/Buyer
 P. O. Box 1348, Florence, AZ 85132
 with copies to Pinal County Manager
 P.O. Box 827, Florence, AZ 85132

Contractor: To the address shown on the Bid form

32. Nondiscrimination, etc. In connection with the performance of the Work, Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative actions, and further agrees to insert an identical provision requiring said compliance in all subcontracts hereunder.
33. Environmental Protection. Contractor shall comply with all applicable federal, state and local statutes, rules, regulations, orders and requirements relating to environmental protection including but not limited to those relating to or adopted under: the Clean Air Act (42 U.S.C 7401 et seq. as amended), the Clean Water Act (33 U.S.C. 1251 et seq. as amended), the Resource

Conservation and Recovery Act (42 USC 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C. 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C 9601 et seq. as amended). Specifically for contracts exceeding \$100,000 Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C 1857 (h), Section 508 of the Clean Water Act (33 U.S.C 1344) and US Environmental Protection Agency (40 CFR Part 15) which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the US EPA Assistant Administrator for Enforcement (EN-329).

34. Energy Conservation. Contractor shall comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
35. Antitrust Violations. Contractor and Pinal agree that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user, in this case, Pinal. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal any and all claims for such overcharges.
36. Organizational Conflicts of Interest. No contract for the construction of a project shall be awarded to the firm that designed the Project or its subsidiaries, affiliates, the parent company or subcontractors or to a management and/or general consultant or any of its subsidiaries, affiliates, the parent company or subcontractors that were involved in any aspect of the design process, except with the approval of Pinal.
37. Antilobbying. Contractor shall comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. All disclosure statements shall be furnished to Pinal.

Contractor shall require all lower-tier subcontractors who have agreements exceeding \$100,000.00 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime Contractor's Agreement with Pinal. Lower-tier certifications shall be maintained by Contractor.

38. Drug-Free Workplace. Contractor shall comply with the Drug Free Workplace Act of 1988 and implement regulations and furnish the requisite "Certification regarding Drug-Free Workplace Requirements" to Pinal and insert this provision in all subcontracts.

39. Issuing an Unsatisfactory Performance Appraisal. Pinal may perform periodic performance appraisals throughout the life of the contract. Contractor shall receive written notice of any deficiencies. If the contractor fails or continues to fail, to correct noted deficiencies in performance, Contractor shall be cited as unsatisfactory at the conclusion of the project.
40. Suspension and/or Debarment. Contractor shall acknowledge, sign and notarize the Affidavit of Suspension and/or debarment as addressed in the Affidavit of Suspension and/or Debarment (ASD) section of this Invitation for Bids, affirming no suspension or debarment has occurred during the preceding three (3) years.
41. Immigration Law Compliance. Pursuant to the provisions of A.R.S § 41-4401, the Contractor and each of its subcontractors warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and the requirement to use E-Verification set forth in A.R.S. §23-214(A) (hereinafter “Contractor Immigration Certification”). Contractors shall obtain statements from its employees and subcontractors certifying compliance and shall furnish the statements to the Procurement Officer. Pinal may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Certification. The Contractor agrees to assist Pinal in performing any such random verifications. These certifications shall remain in effect through the term of the Contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USACIS.GOV.

Pinal may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, either party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the other party. All costs necessary to verify compliance are the responsibility of the party under question.

The provision of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

A breach of the Contract Immigration Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

In accordance with A.R.S. §35-391.06 and A.R.S §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran, Sudan or any country that is in violation of the Export Administration Act (terrorist countries).

(END OF SECTION)

SPECIAL PROVISIONS AND SPECIFICATIONS

Project Title: Maricopa Casa Grande Highway Santa Cruz Crossing Improvements

Project No.: 62953157

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined in Section 101 of ADOT Standard Specifications for Road and Bridge Construction, most current Edition, except for the following listed definitions.

1.1 Roadway definitions:

1.1.1 Highway, Street or Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

1.1.2 Median: The portion of the highway, street or road which separates the traveled roadway from traffic flowing in opposite directions.

1.1.3 Right-of-Way: A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

1.1.4 Roadbed: The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

1.1.5 Roadside: A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

1.1.6 Roadside Development: Those items necessary to the complete highway which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

1.1.7 Roadway: That portion of the right-of-way required for construction, limited by the outside edges of slopes, including ditches, channels and all structures pertaining to the work.

1.1.8 Shoulder: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.

1.1.9 Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.

1.1.10 Subgrade: The materials beneath the pavement structure. The top prepared surface of the subgrade is called finished subgrade elevation.

- 1.1.11 Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
 - 1.1.12 Standard Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.
 - 1.1.13 Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, manholes, endwalls, buildings, sewers, service pipes, under drains, foundation drains and other features which may be encountered in the Work and not otherwise classed herein.
2. Scope of Work/Work. As set forth in document entitled "Invitation for Bids" and in a workmanlike manner and according to the specifications and requirements set forth in the Contract Documents and to furnish all materials, tools, equipment, supplies, facilities, utilities, transportation, experienced supervision, and labor necessary for and required to perform and complete the Project.
 3. Intent of Specifications and Plans. The specifications and plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of specifications and plans, so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the Work shall be completed according to the complete design or designs as decided and determined by the Engineer.
 4. Discrepancy Procedure. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the Work, or should it appear that various specifications and/or instructions are in conflict, or in the event of a recognized ambiguity by Contractor or any Subcontractor, it shall be brought to the attention of the contact person named in the Invitation for Bids, if discovered prior to the opening of bids, or to the attention of the Engineer, if discovered after the award of contract, and written instructions secured from the Engineer before proceeding with the Work affected by such omission or discrepancy.
 5. Pre-construction Conference. The Engineer and successful bidder shall have a preconstruction conference prior to beginning the Work.
 6. Administrator's Responsibilities. To audit the invoices, prepare payment recommendations to the Board, establish schedules, review and prepare change order recommendations.
 7. Work Hours. The work schedule shall be coordinated between Contractor and Engineer. Work shall be done during daylight hours, Monday through Friday, excluding County Holidays, pursuant to A.R.S. 1-301, unless otherwise approved by Engineer. Daylight hours are defined as ½ hour after sunrise and ½ hour before sunset.
 8. Protection of Finished or Partially Finished Work. Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for same until the entire Project is completed and accepted by Pinal.

9. Site Investigation. Contractor hereby acknowledges that the Contractor has investigated the construction site and is fully cognizant of the features and Scope of Work to be completed under the Contract Documents. Contractor agrees any failure to fully investigate, inspect, and take proper measurements and to satisfy Contractor of the Scope of Work for the Project shall not be grounds for additional compensation under this Contract.
10. Differing Site Conditions.
 - 10.1 During the performance of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered in performing the Work are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions.
 - 10.2 Upon written notification, the Engineer shall investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the Work to be performed, including the quantity and cost of the materials to be furnished and delivered, or in the time required for performing the Work, the Contract may be canceled or an adjustment, excluding anticipated profits, may be made and the Contract modified in writing accordingly with the approval of the Pinal County Board of Supervisors. Pinal shall notify Contractor of the determination whether to cancel the Contract or whether or not an adjustment of the Contract is warranted.
 - 10.3 No contract adjustment, which results in a benefit to Contractor, shall be allowed unless Contractor has provided the required written notice.
 - 10.4 No contract adjustment shall be allowed under this clause for any effects caused on unchanged work.
11. Dust Control. Contractor shall be responsible for dust control on the Project Site during the term of this contract.
12. Cooperation by Contractor. Contractor shall be supplied with a minimum of two sets of approved plans and Contract assemblies including special provisions, one set of which Contractor shall keep available at the Project Site at all times. Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer, the Quality Assurance Inspectors and other contractors in every way possible. Contractor shall have at the project site at all times, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Engineer. The superintendent shall have full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. A superintendent shall be furnished irrespective of the amount of Work subcontracted.
13. Blue Stake Notification. Contractor shall contact the appropriate utility companies for Blue

Staking of underground utility locations at least three working days prior to commencement of construction of the Work.

14. Cooperation with Utility Companies. If necessary Pinal shall notify all utility companies, all pipeline owners or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted shall be moved by the owners at their expense, unless otherwise provided for in the special provisions or noted on the project plans. The Contract shall indicate various utility items, some of which shall be relocated or adjusted by the utility owner, including the date by which the Work is expected to be completed, and other utility items which shall be relocated or adjusted by Contractor. It is understood and agreed that Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the project plans or described in the special provisions. Contractor shall make every effort to cooperate fully with each utility company and shall understand that delays to its operations may necessarily occur.
15. Cooperation between Contractors. Pinal reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract. When separate contracts are awarded within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same Project shall cooperate with each other as directed. If requested by the Engineer, each Contractor shall furnish the Engineer with written evidence that Contractor has made the necessary arrangements with the other contractors for the successful prosecution of the work for the benefit of all parties. Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless Pinal, officer's agents and employees from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by it because of the presence and operations of other contractors working within the limits of the same project. Contractor shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project and on adjoining projects. Contractor shall join Contractor's work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.
16. Authority of the Engineer. The Engineer shall decide any and all questions which may arise as to the Work, including the quantity, quality and acceptability of materials furnished and rate of delivery. The Engineer shall decide all questions which may arise as to the interpretation of the specifications or plans. The Engineer with the consent of the Director of the Pinal County Department of Public Works shall have the authority to suspend the Work, wholly or in part, due to the failure of Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract Documents and to carry out orders. The Engineer may suspend the Work for such period as the Engineer may deem necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the Work or for any other condition or reason deemed to be in

the public interest. The Engineer's decision, in case any questions may arise, shall be a condition precedent to the right of Contractor to receive any money or compensation for the Work under the Contract Documents. The Engineer shall have full power to reject or condemn all or part of the Work performed under the Contract Documents, which does not conform to the specifications, terms and conditions herein expressed. All Work shall be performed, including the furnishing of materials, strictly to and in conformity with the plans and specifications made part of the Contract Documents and according to the directions of the Engineer.

The Engineer's failure to discover or reject Work, including materials, not in accordance with the plans, specifications and contract documents during performance of the Work, shall not be considered an acceptance of the Work, or a waiver of defects. Neither the failure to properly perform inspections, tests or approvals required by the Contract Documents nor the activities or duties of the Engineer in the administration of the Contract Documents shall relieve Contractor from Contractor's obligation to perform the Work strictly to and in conformity with the plans, specifications, terms, provisions and conditions of the Contract Documents.

17. Duties of Quality Assurance (QA) Inspector. QA Inspectors shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The QA Inspector shall not be authorized to alter or waive the provisions of the Contract. The QA Inspector shall not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor; however, QA inspectors shall have the authority to reject Work or materials until any questions at issue can be referred to and decided by the Engineer.
18. Inspection of Materials and Work. Pinal may reject or condemn, in whole or in part, materials not in good condition or not in compliance with the specifications of the Bid/Contract Documents. All materials and each part or detail of the Work shall be subject to inspection by the Engineer and/or QA Inspectors. The Engineer and QA Inspectors shall be allowed access to all parts of the Work, including materials used, and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

Contractor shall schedule its operations to allow a reasonable amount of time for engineering inspection of the Work, including materials used. In most cases, inspection shall be completed in eight work hours or less. Contractor shall not be entitled to additional compensation or an extension of Contract time for delay resulting from such inspections. The Engineer and/or QA Inspectors shall perform the inspection as expeditiously as possible in order that the Work might progress in an orderly and continuous manner. Additional inspection costs incurred due to Contractor errors shall be at Contractor's expense.

Any Work done or materials used without inspection by the Engineer may be ordered removed and replaced at Contractor's expense unless the Engineer failed to inspect after having been given a minimum of 48 hours notice in writing that the Work was to be performed.

When any unit of government, political subdivision, utility or any railroad corporation is to pay a portion of the cost of the Work covered by the Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government, political subdivision or any railroad corporation a party to the Contract and shall in no way interfere with the rights of either party to the contract.

19. Removal of Unacceptable and Unauthorized Work. All work, including materials used, which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Unacceptable and/or defective Work, including materials used, found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced by acceptable Work, including materials. Upon failure on the part of Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer shall have authority to cause unacceptable and/or unauthorized Work, including materials, to be remedied or removed and replaced and to deduct the costs from any monies due Contractor.
20. Load Restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit shall not relieve Contractor of liability for damage, which may result from hauling of materials or moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the subgrade or the base course or surface course under construction shall be limited as directed by the Engineer.

21. Maintenance During Construction. Contractor shall maintain the Work during construction and until the Project is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the Work is kept in satisfactory condition at all times. All costs of maintenance work during construction and before the project is accepted shall be considered as included in the Bid/Contract Price. If at any time Contractor fails to comply with the provisions of this subsection, Pinal shall immediately notify Contractor of such noncompliance. If Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, Pinal may immediately proceed to maintain the Work and the entire cost of this maintenance may be deducted from monies due and/or to become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or collect from Contractor and/or from Contractor's surety by any remedy allowed by law.
22. Cleanup. Prior to the final inspection of Work under this Contract, Contractor shall remove all loose debris, unused material and other materials caused as a result of the Contractors operations, from the site of the Work.
23. Final Inspection. Upon due notice from Contractor that the entire Work under the Contract Documents is completed, the Engineer and/or QA Inspectors shall make an inspection. If all Work, including materials, provided for and contemplated by the Contract Documents are approved to the Engineer's and/or QA Inspector's satisfaction, that inspection shall constitute the final inspection and the Engineer shall notify Contractor in writing of

completion of final inspection. If, however, the inspection discloses any Work, including materials, as unacceptable and/or defective, the Engineer shall give Contractor written notice of the unacceptable and/or defective Work, including materials, and Contractor shall immediately remove said Work, including materials, and replace it with acceptable Work, including materials. Upon remediation of the unacceptable and/or defective Work, including materials, as called for by the Engineer's notice, the above procedures shall be repeated until the Engineer gives notice of completion.

24. Care of Desert Vegetation at Structure Sites. All desert vegetation at structure sites, except plants expressly tagged for removal shall be protected by Contractor from injury during construction. Contractor shall be responsible for any damage to non-tagged plants caused by construction operations and shall replace damaged plants to the satisfaction of Pinal.
25. Protection of Adjacent Property. Contractor shall take all necessary precautions to avoid harming and/or damaging any adjacent person, structure, property or vegetation.
26. Safety Measures. Contractor shall take care at all times to protect the Work and his equipment. Contractor shall take all necessary precautions for the safety and protection of all persons, including workmen and the general public, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the property where the work is being performed.
27. Liquidated Damages. Time is of the essence in this Contract. In the event Contractor shall fail to perform the Work as described in the Bid/Contract Documents within the time set in the Contract Documents, Contractor shall be liable to Pinal, as liquidated damages and not as a penalty, for **Four hundred Dollars and zero cents (\$400.00)** per day for each and every calendar day that Contractor fails to meet the completion date. Pinal shall have the right to deduct said liquidated damages from any amount due and/or that may become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or to collect such liquidated damages for Contractor and/or its surety by any remedy allowed by law.
28. Loss or Damage during Construction. All loss or damage arising out of the nature of work to be done, or from action of elements, or from unforeseen circumstances in prosecution of same, or from unusual obstructions or difficulties which may be encountered in prosecution of work shall be sustained and borne by Contractor at its own cost and expense.
29. Contractor's Guarantee. Contractor guarantees that the work shall remain in good order and repair and guarantee the material furnished under this Contract for a two-year period. Any defect in workmanship or materials arising during that period shall be repaired or removed and replaced, as determined necessary by Pinal, at Contractor's expense. If within ten (10) days after the mailing of a written notice by Pinal or its designated representative to Contractor, or its agent, requesting such repair or removal and replacement, Contractor shall neglect to perform the same with due diligence, Pinal may perform such repair or removal and replacement at Contractor's expense; provided, however, that in the case of emergency where, in the judgment of Pinal, delay would cause serious loss or damage, the repair or removal and replacement may be made without notice being sent to Contractor, and Contractor shall pay the cost thereof. Failure of Contractor to honor warranties in a

cooperative and timely manner and to the satisfaction of Pinal shall result in the Contractor being omitted from bidding on future Pinal Projects. This paragraph shall survive the termination, cancellation, suspension or completion of this contract.

30. Manufacturers' Guarantees and Warranties. All manufacturers' guarantees and warranties shall be delivered to Pinal before final payment on the Contract is made.

(END OF SECTION)

TECHNICAL PROVISIONS AND SPECIFICATIONS

**MARICOPA-CASA GRANDE HIGHWAY
CROSSING IMPROVEMENTS:
SANTA CRUZ WASH**

**PINAL COUNTY PROJECT
NO. 62953157**

100% SUBMITTAL

October 01, 2014

Prepared for:

**PINAL COUNTY
Public Works Division**



P I N A L • C O U N T Y

Wide open opportunity

Prepared By:

JACOBS®

JACOBS ENGINEERING GROUP, INC
101 North First Avenue, Suite 3100
Phoenix, Arizona 85003

On-Call Contract Number: EV11-06
Task Number: 2012-001

Edited By: John Kraft, January 9, 2015

Technical Specifications and Plans. The Scope of Work embraced herein shall be done in accordance with the technical specifications and requirements of the following separate documents which are incorporated herein by reference:

Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Latest Edition, herein after referred to as “MAG Standard Specifications”.

U.S. Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, hereinafter referred to as “MUTCD”.

The Standard Specifications for Road and Bridge Construction, Arizona Department of Transportation, Latest Edition, hereinafter referred to as “ADOT Standard Specifications”.

Arizona Department of Transportation Signing and Marking Standard Drawings, Latest Edition, hereinafter referred to as “ADOT Standard Signing and Marking Details”.

Arizona Department of Transportation Traffic Signals and Lighting Standard Drawings, Latest Edition, hereinafter referred to as “ADOT Standard Traffic Signals and Lighting Details”.

Method of Measurement for Payment. Shall be in accordance with the MAG Standard Specifications except as set forth as the unit price in the Bid Schedule.

Failure to Meet Required Projection Rates. Failure by the Contractor to timely and adequately respond to the County Engineer or designated representative’s weekly notice of product requirements shall constitute a material breach of the Contract, whereupon Pinal may cancel the Contract and pursue any available legal remedy to recover for damages flowing from that breach.

Material Specifications. Contractor shall conform to all material specifications defined in scope of work, Construction Plans, bid schedule, and provisions of the Technical Specifications as referenced in Paragraph 1 above. Prior to the use or delivery of any materials, Contractor shall be required to furnish signed and notarized Certificates of Compliance to ensure that Pinal receives material that adheres to the previously mentioned specifications.

Testing. Contractor, at its own cost, shall provide sampling and density testing per MAG Standard Specifications. A testing lab approved by the County Engineer or designated representative shall perform such testing. Contractor, at their own cost, shall provide Quality Control personnel. Pinal shall provide Quality Assurance Inspectors. Cost for this item is considered to be included in the overall bid price and no separate payment shall be made.

1. Material sampling and density testing for subgrade and aggregate base materials shall be per MAG Standard Specifications Section 312. Samples and tests shall be performed on each successive lift of material placed or as directed by the County Engineer or designated representative. Each report shall indicate the location at which the test was made, the date, the type and source of material tested, test designation and name of person performing the test. All tests shall be submitted to the County Engineer or designated representative within five field days after the test.

2. The frequency of samples taken shall be a minimum of one per day or as determined by the County Engineer or designated representative.

The frequency of density testing shall be not more than 800 linear feet apart or as determined by the County Engineer or designated representative. Exact locations of tests may be designated by the County Engineer or designated representative. The County Engineer or designated representative has the authority to require density testing to be done by sand cone method. All costs associated with the sand cone method shall be at the Contractors expense.

3. Material sampling and density testing for asphalt concrete shall be per MAG Standard Specifications Section 321. Each report shall indicate the location at which the test was made, the date, the type and source of material tested, test designation and name of person performing the test. All tests are to be submitted to the County Engineer or designated representative within five field days after the test.

Material sample testing for asphalt concrete shall include gradation and asphalt content. A minimum of one sample per 1,200 tons of material, but no less than one sample from each source, is required for each day of paving or as determined by the County Engineer or designated representative.

Density testing of asphalt concrete shall be done by coring per MAG 321.10.5.2.

Cleanup and Dust Control. Cleanup and dust control shall conform to MAG Standard Specifications Section 104.1.3. Contractor shall obtain a permit from Pinal County Air Quality Department. Dust Control is a non-pay item (NPI). All costs associated with this item shall be incorporated into the bid price.

*Pinal County Contact:
Pinal County Air Quality Control District
Kale G. Walch
31 N. Pinal Street
P.O. Box 987
Florence, AZ 85232
Tele. (520) 866-6929
<http://co.pinal.az.us/AirQual/>*

Utilities. The Contractor shall exercise due diligence in determining the horizontal location and depth of all existing utilities on this project. Contractor shall call Blue Stake (1-800-STAKE-IT) at least 96 hours in advance of any excavation activity. Contractor shall prevent or minimize conflict with all existing utilities and shall construct the improvements by maintaining the necessary clearances as required by each utility. Some preliminary location services were performed during the design development. Any site specific investigations are shown on the plans and include any acquired site information. Any remaining utility locating and relocations are a non pay item (NPI). All costs associated with this item shall and incorporated into the bid price. The names and telephone numbers listed below are contacts during construction:

List of Contacts for MC-CG Highway Crossing Improvements Project

<u>Company Name</u>	<u>Telephone</u>	<u>Contact Name</u>	<u>Conflict</u>
Ak-Chin Indian Community Fiber / Sewer / Water	520.568.1000	John Jensen	None Expected
Arizona Public Service Electric	602.493.4124	Susan Lipe	Potential
Electrical District No. 3 Electric	520.424.9276	Tony Solano	None Expected
CenturyLink, Inc. Coaxial / Fiber	480.768.4594	Kelly Cadle	Potential
Kinder Morgan Energy Petroleum	602.278.8564	Dan Tarango	Potential (abandoned pipeline)
Southwest Gas Gas	520.316.5021	Darren Rutledge	None Expected

Right-of-Way. All Right-of-Way (ROW) for this project has been acquired. Contractor shall perform all work within existing Right-of-Way.

Ak-Chin Indian Community (A.C.I.C.). The project is located within the boundaries of the Ak-Chin Indian Community, which subjects the Contractor to the laws and regulations of the Ak-Chin Indian Community. Contractors shall make themselves aware of any labor requirements, taxes, fees, licenses, permits or conditions that may be imposed by the Ak-Chin Indian Community on work performed.

The following information is available upon request from Pinal County. The Contractor shall adhere to the agreements set forth between Pinal County and the Ak-Chin Indian Community throughout the duration of construction activities.

Ak-Chin Environmental Clearance Memo, Dated July 17, 2014.

Ak-Chin Cultural Resources Clearance Memo, Dated July 1, 2014.

Contractor shall make themselves aware of and adhere to the following conditions as shown on Ak-Chin Project Approval letter for Case PS-05-14 dated October 1, 2014:

1. Blue Stake is called before any digging is done.
2. The Cultural Resources Office must be notified with five (5) business days advance notice prior to the start of this project and/or any ground disturbance so that monitors can be on-site.
3. The GIS office requests it be given advance notice in order to GPS any existing utilities in the construction area when Blue Stake and/or a utility location is being performed.
4. The GIS office requests permission to access the area once construction is underway in order to GPS features during the various stages of construction.

5. Electronic versions of plat, design and all utility data in ArcGIS or CAD format and as-built diagrams are to be provided to the GIS office for inclusion into the GIS database. The GIS data should be provided in local coordinates.
6. Any Ak-Chin property corner pins that are disturbed during construction be reset by a registered land surveyor.
7. The Project Manager coordinates with Ak-Chin Indian Community's Environmental Protection Department (EPD) on obtaining a Solid Waste Permit prior to the start of construction.
8. The County provides a copy of their Section 404 Permit to the Community prior to the start of construction.
9. The Project Manager must submit the dust control plan to Ak-Chin Indian Community's EPD prior to the start of construction.
10. The Project Manager comply with all require mitigation measures identified in the Environmental Assessment and by EPD in their clearance memo dated July, 17, 2014.
11. The Project Manager coordinates the relocation of utilities with utility providers.
12. Contractor shall verify and coordinate All utilities including, but not limited to, potable water, reclaimed water, sewer, natural gas, electrical, telephone and data.
13. Contractor shall pay all costs associated with relocation of and/or upgrades to utilities as required. Payment for relocation of and/or upgrades to utilities shall be paid under the appropriate bid item.
14. Contractor shall initiate and maintain appropriate temporary Traffic Control measures, including Pedestrian Protection.
15. The Capital Projects department requires that all work to be constructed will be in accordance to Pinal County's standard Roadway and Drainage structure engineering details and any requirements from Ak-Chin Engineering Services (ACES).
16. The contractor shall work with ACES to relocate existing facilities such as the light pole at the northwest corner of the MC CG Hwy & Murphy Road.
17. The contractor shall provide a set of As-Built Drawings for the project to ACES as requested by ACES.
18. ACES will oversee the work necessary to relocate the facilities and notify the Engineer if issues arise resulting from relocations.
19. Should temporary construction power be required, ACES requests a minimum of 4 weeks notice in order to complete the necessary engineering, design and construction of the temporary service. No separate payment will be made if the contractor obtains temporary power from ACES.
20. The contractor shall coordinate with Ak-Chin Fire Department to ensure access during construction.
21. The Project Manager and Contractor shall address any other conditions the Ak-Chin Commission deems necessary.

Furthermore, contractor shall be responsible for implementing additional Ak-Chin Environmental Clearance and Cultural Clearance Recommendations as shown in Appendix A. Unless a separate item associated with these conditions exists in these bid documents, all costs for implementing said conditions is to be included in the appropriate bid item.

A.C.I.C. Contacts:

- Business License – Cashier’s Office at (520) 568-1000
- Right of Entry Permit – Land Use Planning & Zoning,
42507 West Peters & Nall Road
Maricopa, AZ 85138
Phone: (520) 568-1000.
- ACES – Lenny Gold: (602) 721-1026

Union Pacific Railroad (UPRR). A portion of this project is located within and adjacent to the Union Pacific Railroad (UPRR) Right-of-Way (ROW). Pinal County has entered into a Right of Entry (ROE) agreement with the UPRR that is included in Appendix B of these Technical Provisions and Specifications.

Contractor shall make themselves aware of any site restrictions, working setbacks from the rails, safety requirements and provisions, permits or conditions that may be imposed by the UPRR on work performed.

Prior to starting work on the project, the contractor shall complete the Contractor’s Endorsement for UPRR Folder No. 02828-77, make a payment of \$500 and provide the appropriate insurance coverage to the appropriate UPRR representative as required by the ROE agreement. Contractor shall start work only after receiving written confirmation from UPRR that it has received the required documents and that contractor may enter UPRR ROW. Contractor shall also abide by all the requirements of the ROE agreement during the course of construction including but not limited to notifying appropriate UPRR representatives in advance of construction.

The following individuals are identified as UPRR representatives:

- Alex Popovici
Union Pacific Railroad
631 South 7th Street
Phoenix, AZ 85034
Phone: (602) 322-2510
- Ray Johnson, Manager of Track, Cell: 209 815-0306
- William Wood, Manager of Signal, Work: 928 343-4563, Cell: 805 279-6003

Costs for implementing the requirements for UPRR ROE shall be paid by item 41 UPRR Flagman Allowance upon the approval of the Engineer.

Army Corp of Engineers (404 Permit). The Contractor shall implement all Army Corp 404 permit requirements identified in Appendix C of these Technical Provisions. Costs for implementing the Army Corp 404 permit requirements shall be included in the overall bid price and no separate payment shall be made.

Final Clean Up. The Contractor, at their own cost, shall restore the site to pre-construction conditions. Before final acceptance, all private or public property and grounds occupied by the

Contractor in connection with the Work shall be cleaned of all rubbish; excess materials, temporary structures and equipment, and all parts of the work area shall be left in an acceptable condition. Costs for this item are considered to be included in the overall bid price and no separate payment shall be made.

Character, Qualifications of Workmen, Methods and Equipment. All personnel shall have had proper training for the operation of the equipment which they shall be operating. Any personnel exhibiting inadequate training shall be removed from the project at the direction of the County Engineer or designated representative. Any equipment in poor or unsafe condition and unable to produce quality work shall not be permitted on the project. Any delays in the work process or costs incurred due to the unsuitable condition of equipment or inadequate personnel shall be the responsibility of the Contractor.

Contractor Self Performance. The Contractor shall perform with its own work forces at least 51% of the Work, unless written consent to subcontract a greater portion of the Work is obtained from the County Engineer.

As Built Plans: As-Built Plans shall be prepared by the contractor as construction proceeds, with the as-built data being entered in the plans as soon as a particular item of work is completed. These As-Built plans shall show all differences between design and actual construction and shall include differences in Lengths, Widths, Heights, Locations, Alignments, Elevations, Slopes, Shapes, Quantities, Materials etc. wherever construction differs from design by more than the allowed tolerance or where there are differences in materials, color, consistency etc.

As-Built data shall be entered neatly and legibly in red on the design drawings.

During construction the As-Built plans shall be made available for review by the County Engineer when requested.

The final sealed As-Built drawings shall be scanned into an electronic TIFF (or TIF) format and submitted to Pinal County Public Works Department prior to final acceptance of project. As-Built Plans are a non-pay item (NPI). All costs associated with this item shall be incorporated into the bid price.

Location of Work: This project is located: on the Maricopa – Casa Grande Highway (MCGH) in the vicinity of the Santa Cruz Wash located approximately 7.6 miles southeast of the intersection of SR 347 and the Maricopa-Casa Grande Highway within Pinal County, Arizona. The site includes reconstruction of the Murphy / MCGH intersection.

Proposed Work: The work consists of constructing several concrete box culvert structures under the MCGH to provide an all-weather crossing of the Santa Cruz Wash. The work also includes raising the grade of Murphy Road, which intersects the MCGH, and the associated drainage work under this roadway. Work includes constructing a detour around the existing at-grade crossing site with appropriate traffic control, preparation of the base, construction of embankment, construction of drainage structures including both pipe and box culverts,

placement of aggregate base, asphaltic concrete, signing, striping, site erosion control and mitigation, and other incidental work.

Available Informational Material: The following information is being made available to the contractor for his/her information only and is not a part of the contract documents:

Geotechnical Evaluation and Pavement Design Summary, Dec. 17, 2013*
Roadway Cross Sections
Channel Cross Sections

*Note: Soils information contained in these geotechnical reports were obtained and used for design purposes. It is the responsibility of the Contractor to establish soils information for their bid and construction purposes.

Failure to Meet Required Projection Rates: Failure by the Contractor to timely and adequately respond to the County Engineer or designated representative's weekly notice of product requirements shall constitute a material breach of the Contract, whereupon Pinal may cancel the Contract and pursue any available legal remedy to recover for damages flowing from that breach.

Relocate Signs: The Contractor, at their own cost, shall be responsible for the removal and relocation of signs that interfere with the Work. All other costs associated to this item are incidental to the Work and is NOT a bid item.

Pay Items: All pay items relating to the work indicated on the project plans and/or specifications are listed in the bid proposal sheet. The Contractor shall include all necessary costs to complete this project within these items. Any work necessary to complete the project as represented in the plans and/or specifications which are not specifically noted to as a pay item on the bid proposal sheet shall be considered included with the appropriate item or a non-pay item project and no separate payment shall be made.

1. **Traffic Control**

Contractor shall provide all on-site and off-site traffic control required during the construction project per the MUTCD, MAG Standard Specifications Section 401, and Plans. Temporary Traffic Control Plans are included with the plans as reference only. Contractor shall provide within fifteen (15) days after Notice of Award, a Traffic Control Plan. The Traffic Control Plan shall include Temporary Signs, and Flagman details per MUTCD. The Traffic Control Plans included with the plan / bid set is for information only and not a part of the contract documents. The contractor shall submit his / her own traffic control plan in accordance with the MUTCD for acceptance by the Engineer. Should the contractor elect to use the traffic control plan included with the bid set, it shall become the contractor's traffic control plan. No work shall be started on the project until the Engineer or designated representative gives written acceptance of the contractor's traffic control plan. Contractor shall be responsible for maintaining all traffic control devices in accordance with the accepted traffic control plan in good order during construction for the duration of the project.

At least one lane of traffic in each direction shall be maintained open at all times during the duration of the construction project. The contractor shall be responsible for maintaining all Temporary Traffic Control Devices accepted by the Engineer at all times during construction until Final Acceptance of the project is issued. Payment for traffic control shall be lump sum (LS) according to the bid schedule for all work complete and in place. Contractor shall maintain access to all residents at all times in a practicable manner. Contractor shall exercise measures to mitigate inconveniences to residents such as mail delivery, etc. Residents shall be notified a minimum of 24-hours in advance of any Temporary Road Closure.

The traveling public shall be notified a minimum of two weeks in advance prior to the implementation of the Traffic Control Plan. Notification shall include but not be limited to providing Variable Message Boards (VMBs) for each direction of travel.

A paved temporary detour road shall be constructed in addition to the reinforced concrete box culvert and paved road connection for Antone Street prior to starting construction of the Highway box culverts and closing Murphy Road. The traffic control devices are shown in the project plans such that portions of the temporary concrete barrier protecting the work zone shall be removed by the contractor from the floodplain of the Santa Cruz Wash when flows through the wash are anticipated. It is the responsibility of the contractor to monitor when flows in the wash will be present, and will be responsible to make provisions for this water to flow unencumbered through the project site during flooding events. Such responsibilities include removing any obstructions to the flows in the Santa Cruz Wash within the project limits during flow events. Payment for providing, installing, relocating, and removing temporary concrete barriers shall be included in the bid item for Traffic Control.

All other costs associated with this item shall be incorporated into the bid price.

1.1 Adequate lighted barricades and lighted warning signs shall be installed and maintained by Contractor around the Work area placed in locations deemed necessary by the Engineer or designated representative. All traffic shall be channelized around all Work locations in a manner approved by the Engineer or designated representative.

1.2 Maintenance of Traffic shall conform to MAG Standard Specifications Section 104.1.2. Contractor shall obtain prior approval from the County Engineer or designated representative for any traffic restrictions deemed necessary to affect the Work. Contractor shall further provide prior notification of such restrictions to public and affected property owners.

1.3 Existing Regulatory and Warning Traffic Control Signs shall be maintained during the contract period unless changes have written approval from the Engineer.

2. **Mobilization**

Mobilization shall be according to ADOT Standard Specifications Section 901. Payment shall be lump sum (**L. Sum**), which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all work involved as specified in ADOT Standard Specifications Section 901. Cost for this item is considered to be included in the overall bid price and no separate payment shall be made.

3. **Surveying**

All work under this section shall be performed under the direction of a Registered Land Surveyor (RLS) certified by the Arizona State Board of Technical Registration. The Contractor shall be responsible to provide all survey work including, but not limited to, the establishment of horizontal and vertical controls for roadway, all construction staking, structures, alignment, and elevation.

The Registered Land Surveyor for this project shall certify As-Built drawings for this project and submit said As-Built drawings to the Engineer within 15 calendar days from the completion date for this project. Payment for Surveying shall be lump sum (**L. Sum**) according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

4. **Roadway Excavation**

Roadway Excavation shall be accomplished per MAG Standard Specification Section 205, Section 211 and per the plans. Special attention shall be given to the following requirement indicated in said Section 205: "Material shall be considered unsuitable for fill, subgrade, shoulders and other uses if it contains organic matter, soft spongy earth, or other matter of such nature that compaction to the specified density is unobtainable. The removal and disposal of such unsuitable material will be paid for as roadway excavation."

During Roadway Excavation, sufficient amounts of water shall be added to achieve a consistent moisture content of +/- 2% of Optimum to achieve required compaction.

It is the Contractor's responsibility to determine the extent of earthwork to be accomplished and no extra measurement or payment shall be made for additional earthwork without prior written approval by the Engineer. It shall be the Contractor's responsibility as a part of this work to dispose of any excess material encountered in an appropriate location at no additional cost to the project. Payment shall be per Lump Sum (**L. Sum**) according to the bid schedule for all work complete and in place. All other costs associated with this item including but not limited to shrink / swell, ground compaction, removal, disposal and replacement of unsuitable material shall be incorporated into the bid price.

5. **Structural Excavation and Backfill**

Structural Excavation and Backfill shall be accomplished per MAG Standard Specification Section 206, Section 211 and per the plans.

It is the Contractor's responsibility to determine the extent of earthwork to be accomplished and no extra measurement or payment shall be made for additional earthwork without prior written approval by the Engineer. It shall be the Contractor's responsibility as a part of this work to dispose of any excess material encountered in an appropriate location at no additional cost to the project. Payment shall be per Lump Sum (**L. Sum**) according to the bid schedule for all work complete and in place. All other costs associated with this item including but not limited to shrink / swell, ground compaction, removal, disposal and replacement of unsuitable material shall be incorporated into the bid price.

6. **Remove Existing AC Pavement**

Removal of all existing improvements shall be per MAG Standard Specifications Section 350. It is the contractor's responsibility to determine the extent of removal to be accomplished and no extra measurement or payment shall be made for additional removal without prior written approval by the Engineer. Payment shall be per square yard (**SY**) according to the bid schedule for all work completed and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

7. **Subgrade Preparation**

Sub-grade Preparation shall be per MAG Standard Specification Section 301 and per the typical roadway section. Sub-grade under new pavement area shall be compacted to a minimum of 95% at the optimum moisture content prior to base course placement. Sheepsfoot or segmented steel rollers shall be used during initial compaction. Work under this section shall also include grading and compacting the fore slope and back slope per the typical roadway section. All grading outside of the measurement area shall be compacted to 90% minimum. The Contractor shall request an inspection of the finished sub-grade prior to aggregate base course placement. Contractor shall pre-string the roadway cross-slope and longitudinal slope to be in accordance with the plans and tolerance limits of MAG specifications prior to the inspection. Measurement for Sub-grade Preparation is made under pavement structure or any area called out on the plans to receive an aggregate base course. The cost for grading outside the pavement area to bring the finished product to the typical section shown on the plans shall be included with this item and no separate payment shall be made. Payment may be withheld for work that is not satisfactorily accomplished under this section. Payment shall be per square yard (**SY**) according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

8. **Riprap**

Rip Rap shall meet the requirements of MAG Standard Specifications Section 220 and 703. Payment shall be per cubic yard (**CY**) according to the bid schedule for all work complete and in place. All other costs associated with this item including but not limited to filter fabric shall be incorporated into the bid price and no separate payment shall be made.

9. **Aggregate Base Course**

Aggregate Base Course shall be according to MAG Standard Specifications Section 702. Compaction shall have a density of not less than 100%. The contractor shall place a minimum thickness of aggregate base course equal to the values shown in the plans for the appropriate typical section and placement shall adhere to MAG Standard Specifications Section 310. Finish grade shall be string-lined/level checked and accepted by the County Engineer or designated representative in advance of placement of subsequent surface course. The finish surface of aggregate base course shall not vary from the grades established by the plans and specifications by more than ± 0.04 feet. Contractor shall maintain the accepted grade with the proper moisture content until placement of subsequent surface course. Traffic shall be restricted to a minimum until placement of subsequent surface course to avoid segregation of the aggregate base material. The compacted layers of aggregate base shall be maintained in a condition satisfactory to receive any subsequent surface material or traffic, when so required. Areas not within the allowable tolerance shall be corrected by scarifying, placing additional material, remixing, reshaping re-compacted to the specified density and surface tolerance, at the contractor's expense. Payment shall be per **(Ton)** according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

10. **2" Asphalt Concrete For Paved Detour, (R-19mm, ¾" Mix), Low Traffic Pavement**

Contractor shall install a paved detour according to the plans and these specifications. Once improvements to the highway are sufficiently complete, paved detour shall be pulverized to a depth of 4 inches having maximum 2 inch aggregate size and be hauled & stock piled at the Hidden Valley Yard 43910 W. Meadowview Rd. Detour road shall be returned to a natural state. Asphaltic Concrete shall meet the requirements of MAG Standard Specifications Section 321 and 710. The contractor shall place a minimum two inches (2") of asphaltic concrete and placement shall adhere to MAG Standard Specifications Section 710. If during the course of paving, the contractor needs to leave an edge transverse to traffic, the edge shall be feathered at 20:1 to meet AB surface to avoid an abrupt bump in the road. Payment shall be per **(TON)** according to the bid schedule for all work complete and in place.

Copies of load tickets organized in sequential order by ticket number, date, and quantity shall be listed on a summary sheet developed and submitted with pay request by the contractor for verification by the Engineer. Approval for payment shall not be made until quantities for this item are verified by the Engineer. All other costs associated with this item including but not limited to removal and disposal of asphalt shall be incorporated into the bid price.

11. **3 ½" Asphalt Concrete for First Lift on Highway, (A-19mm, ¾" Mix), High Traffic Pavement**

Concrete shall meet the requirements of MAG Standard Specifications Section 321 and 710. The contractor shall place a minimum three and one half inches (3 ½") of asphaltic concrete and placement shall adhere to MAG Standard Specifications Section 321 using a minimum of a 30 foot skid on the paving machine. The asphaltic concrete pavement shall have density per MAG 321.10.5.2. Final compacted shoulders and turnouts shall be at the same grade as the finished paved surface. If during the course of paving, the contractor needs to leave an edge transverse to traffic, the edge shall be feathered at 20:1 to meet AB surface to avoid an abrupt bump in the road. Mix designs shall be per plans and specifications. Payment shall be

per (TON) according to the bid schedule for all work complete and in place.

Copies of load tickets organized in sequential order by ticket number, date, and quantity shall be listed on a summary sheet developed and submitted with pay request by the contractor for verification by the Engineer. Approval for payment shall not be made until quantities for this item are verified by the Engineer. All other costs associated with this item shall be incorporated into the bid price.

12. **2 ½” Asphalt Concrete for Final Lift on Highway, (A-12.5mm, ¾” Mix), High Traffic Pavement**

Concrete shall meet the requirements of MAG Standard Specifications Section 321 and 710. The contractor shall place a minimum two and one half inches (2 ½”) of asphaltic concrete and placement shall adhere to MAG Standard Specifications Section 321 using a minimum of a 30 foot skid on the paving machine. The asphaltic concrete pavement shall have density per MAG 321.10.5.2. Final compacted shoulders and turnouts shall be at the same grade as the finished paved surface. If during the course of paving, the contractor needs to leave an edge transverse to traffic, the edge shall be feathered at 20:1 to meet AB surface to avoid an abrupt bump in the road. Mix designs shall be per plans and specifications. Payment shall be per (TON) according to the bid schedule for all work complete and in place.

Copies of load tickets organized in sequential order by ticket number, date, and quantity shall be listed on a summary sheet developed and submitted with pay request by the contractor for verification by the Engineer. Approval for payment shall not be made until quantities for this item are verified by the Engineer. All other costs associated with this item shall be incorporated into the bid price.

13. **3” Asphalt Concrete for Milled Pavement Overlay of Highway, (R-19mm, ¾” Mix), High Traffic Pavement**

Concrete shall meet the requirements of MAG Standard Specifications Section 321 and 710. The contractor shall place a minimum three inches (3”) of asphaltic concrete and placement shall adhere to MAG Standard Specifications Section 321 using a minimum of a 30 foot skid on the paving machine. The asphaltic concrete pavement shall have density per MAG 321.10.5.2. Final compacted shoulders and turnouts shall be at the same grade as the finished paved surface. If during the course of paving, the contractor needs to leave an edge transverse to traffic, the edge shall be feathered at 20:1 to meet AB surface to avoid an abrupt bump in the road. Mix designs shall be per plans and specifications. Payment shall be per (TON) according to the bid schedule for all work complete and in place.

Copies of load tickets organized in sequential order by ticket number, date, and quantity shall be listed on a summary sheet developed and submitted with pay request by the contractor for verification by the Engineer. Approval for payment shall not be made until quantities for this item are verified by the Engineer. All other costs associated with this item shall be incorporated into the bid price.

14. **Tack Coat**

Tack Coat shall meet the requirements of MAG Standard Specifications Section 329. Payment for the emulsified bituminous tack coat shall be per ton (TON), diluted. All

associated costs for this item are considered to be included in the overall bid price and no separate payment shall be made.

15. **Concrete Ribbon Curb**

Concrete Ribbon Curb shall meet the requirements of MAG Standard Specifications Section 340, and per Standard Detail 220-1 Type B. Payment shall be per linear foot (**LF**) according to the bid schedule for all work complete and in place.

16. **Remove Pipe, Backfill & Compact, D=24"**

Contractor shall remove existing pipe where shown on the plans. Excavated area shall be backfilled and compacted to a density no less than 95%. Payment shall be per linear foot (**LF**) according to the bid schedule for all work completed. All other costs associated with this item including but not limited to haul off and disposal shall be incorporated into the bid price and no separate payment shall be made.

17. **Relocate Light Pole**

Contractor shall relocate existing light pole at the north west corner of MC CG Hwy & Murphy Road in accordance with the requirements of the ACES and Electrical District No. 3 Construction Standards. Payment shall be per each (**EACH**) light pole according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

18. **Remove and Salvage Traffic Sign**

Remove and salvage of street signs shall meet the requirements of MAG Standard Specifications Section 350. Payment shall be per each (**EACH**) sign according to the bid schedule. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

19. **Miscellaneous removals and Other Work (Existing Utilities)**

Miscellaneous removals and other work shall meet the requirements of MAG Standard Specifications Sections 350 and 440. Payment shall be lump sum (**L. Sum**), which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all work involved as specified in MAG Standard Specifications Sections 350 and 440.

20. **Relocate Traffic Sign Panel**

Remove and relocate traffic sign panels to meet the requirements of MAG Standard Specifications Section 350. Payment shall be per each relocated sign according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

21. **Guardrail**

Installation of wood post guardrail shall be in conformance with the ADOT Standard Detail, C-10.03 utilizing the G4 system and shall be installed per Section 905 of the ADOT Standard Specifications. Installation of steel post guardrail shall be in conformance with the ADOT Standard Detail, C-10.04 utilizing the G4 system and shall be installed per Section

905 of the ADOT Standard Specifications. The guardrail runs over the box culverts have been accounted for within the barrier summary table (Sheet No. 10). The estimate for this item represents the “grand total” for all runs of guardrail required for the project. Please see remarks column on sheet 10 for more information. Guardrail over the box culverts shall be installed with Bolted Anchors per ADOT Standard Detail C-10.07. Payment will be per linear foot (LF) according to the bid schedule for all work completed and in place. All other costs associated with this item including but not limited to Bolted Anchors shall be incorporated into the bid price and no separate payment shall be made.

22. Guardrail Terminal, SKT-350

Installation of guardrail terminal treatments shall conform with Section 905 of the ADOT Standard Specifications and must be in conformance with the SKT-350 guardrail system as per the manufacturer’s specifications and current approved drawings. Payment will be per each (EACH) according to the bid schedule for all work completed and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

23. Hydro Seeding

The Contractor shall Hydro seed all unpaved areas disturbed by construction. The seed mixture shall consist of all the listed varieties proportioned to obtain the indicated coverage for each variety. The seed mixture shall be mixed thoroughly and spread evenly throughout the area to be treated. Seed shall be broadcast at the rate shown in the seed mixture table. Seed mixture substitution shall not be made without the written approval by the Engineer. Payment shall be per acre (ACRE) for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

Native Seed Mix for Areas Adjacent to Roadways (Within Designated Clear Zones)		
Common Name	Scientific Name	Pure Live Seed Pounds Per Acre
Brittle Bush	<i>Encelia farinosa</i>	4.0
Creosote Bush	<i>Larrea tridentata</i>	8.0
Globe Mallow	<i>Sphaeralcea ambigua</i>	3.0
Indian Wheat	<i>Plantago insularis</i>	2.0
Purple Three-Awn	<i>Aristida purpurea</i>	2.0
Desert Marigold	<i>Baileya multiradiata</i>	1.5
TOTAL Seed Mixture		20.5

Straw mulch shall be used as the primary mulch cover, applied evenly at a rate of 1.5-2.5 tons per acre. Clumps and accumulations of straw must be loosened and evenly spread. It shall be placed within 48 hours of seeding and immediately affixed by crimping and/or tacking. The affixing shall consist of pure mucilage at a rate of 150 lbs. per acre tackifier and 500 lbs. per acre cellulose fiber. Straw shall be from oats, rye, wheat, or other grain-

type crop. It shall be clean and free from invasive weeds, mold and other objectionable materials. It shall initially be in a dry condition suitable for spreading.

Cellulose fiber mulch at 200 lbs per acre for slopes up to 1:3 (Vert:Horz), 600 lbs. per acre for slopes greater than 1:3, and 1000 lbs. per acre for extremely erosive/steep slopes. Cellulose fiber mulch shall consist of at least 70% specially prepared virgin wood cellulose fiber and processed specifically for use as hydro mulch.

Pure mucilage tackifier shall be added at 50 lbs. per acre for slopes up to 1:3 (Vert:Horz), and 80 lbs. per acre for slopes greater than 1:3.

The Ammonium phosphate (16-20-0) shall be applied at 300 lbs. per acre.

24. 4" White Thermoplastic Traffic Stripe

Contractor shall install new pavement marking on the finish AC surface in two applications. The first application shall be a 4" wide water based traffic paint per ADOT Standard Specification Section 708 at least 3 days after but not more than 5 days after new finish course pavement has been laid. *A 30 day cure time shall be provided after fresh asphalt is laid, before second application of Thermoplastic.* The second application shall be a 6" Thermoplastic 90 mil thickness (long line pavement marking 60 mil) traffic paint per ADOT Standard Specification Section 704. *Second application shall be applied directly on top of first application using first application as a guide.* Pavement marking shall be installed in accordance with ADOT and MUTCD standards. Measurement for White Thermoplastic Stripe is shown on Sheet No. 60 of the plans, the pavement marking summary quantifies the total length of the stripes with applicable thickness. There are multiple widths in striping. To simplify, the quantity shown in the Bid Tab is based on 4" equivalent lengths for all striping. These lengths are then multiplied by their factors to yield a 4" equivalent length (e.g. 6" width is multiplied 1.5 times). Payment for Pavement Striping shall be made per linear foot (LF) according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

25. 4" Yellow Thermoplastic Traffic Stripe

Contractor shall install new pavement marking on the finish AC surface in two applications. The first application shall be a 4" wide water based traffic paint per ADOT Standard Specification Section 708 at least 3 days after but not more than 5 days after new finish course pavement has been laid. *A 30 day cure time shall be provided after fresh asphalt is laid, before second application of Thermoplastic.* The second application shall be a 6" Thermoplastic 90 mil thickness (long line pavement marking 60 mil) traffic paint per ADOT Standard Specification Section 704. *Second application shall be applied directly on top of first application using first application as a guide.* Pavement marking shall be installed in accordance with ADOT and MUTCD standards. Measurement for White Thermoplastic Stripe is shown on Sheet No. 60 of the plans, the pavement marking summary quantifies the total length of the stripes with applicable thickness. There are multiple widths in striping. To simplify, the quantity shown in the Bid Tab is based on 4" equivalent lengths for all striping. These lengths are then multiplied by their factors to yield a 4" equivalent length

(e.g. 6" width is multiplied 1.5 times). Payment for Pavement Striping shall be made per linear foot (LF) according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

26. **Foundation for Square Tube Post**

Square Tube Sign Post Foundations shall be per ADOT Signing and Marking Standard Detail S-1, sheets 2 and 3. Payment for Square Tube Post Foundations shall be made per each (EACH) post base according to the bid schedule for all work completed and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

27. **Sign Post (2 S) (Perforated) (Single)**

Square Tube Sign Posts shall be per ADOT Signing and Marking Standard Detail S-1. Payment shall be made per each (EACH) sign post according to the bid schedule for all work completed and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

28. **Sign Post (2 1/2S) (Perforated) (Single)**

Square Tube Sign Posts shall be per ADOT Signing and Marking Standard Detail S-1. Payment shall be made per each (EACH) sign post according to the bid schedule for all work completed and in place. All other costs associated with this item shall be incorporated into the bid price and no separate payment shall be made.

29. **Regulatory, Warn, or Marker Sign Panel ASTM D-4956-01A, Type XI Sheeting**

All Signs shall be manufactured of "ASTM D-4956-01a- Proposed Type XI Sheeting" (3M 4000 DG series or equivalent) which shall be attached to the standard signage aluminum plates. Sign imaging shall be in compliance with the reflective sheeting manufactures matched component system. Sign imaging shall consist of an acrylic based electronic cuttable film (3M 1170 Series or equivalent) or silk screened (depending on the quantity of signage) with standard highway colors. Payment shall be made per each sign according to the bid schedule for all work complete and in place. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

30. **Guardrail Extruder Terminal Marker**

Guardrail Extruder Terminal Marker shall be in conformance with the ADOT Standard Detail M-34 and shall be installed per Section 905 of the ADOT Standard Specifications. Payment shall be per each (EACH) marker panel according to the bid schedule for all work completed and in place. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

31. **Structural Concrete ADOT Class S, f'c=3000 PSI**

All reinforced concrete box culverts shown on the plans shall be constructed in accordance with the most current ADOT structure detail drawings for Drainage Structures SD 6.01 to 6.11 Series. Structural Concrete shall be installed per Section 601 of the ADOT Standard Specifications. Cast-in-place reinforced concrete box culverts including wingwalls, aprons,

and other integral components shall be measured based on the quantity of concrete incorporated into the approved structure in compliance with the plans or as directed by the Engineer. The Structural Concrete quantity shown in the Bid Tab includes the quantities for not only the box itself, but for the wingwalls. Payment shall be per cubic yard (CY) according to the bid schedule and plans for all work completed and in place. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

32. **Reinforcing Steel**

Reinforcing Steel shall be installed per Section 605 of the ADOT Standard Specifications. Cast-in-place reinforced concrete box culverts including wingwalls, aprons, and other integral components shall be measured based on the quantity of Reinforcing Steel incorporated into the approved structure in compliance with the plans or as directed by the Engineer. The Reinforcing Steel quantity shown in the Bid Tab includes the quantities for not only the box itself, but for the wingwalls. Payment shall be per pound (LB) according to the bid schedule and plans for all work completed and in place. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

33. **24" CMP**

24" CMP shall be in conformance with the ADOT Standard Details C-13.10 and C-13.20 and shall be installed per Section 501 of the ADOT Standard Specifications. Payment shall be per linear foot (LF) according to the bid schedule for all work completed and in place. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

34. **End Section for 24" Pipe Culvert**

End Section for 24" Pipe Culvert shall meet the requirements of MAG Standard Specifications Section 621, and per ADOT Standard Detail C-13.25. Payment shall be per each (EACH) end section according to the bid schedule for all work completed and in place. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

35. **Clearing and Grubbing**

Clearing and Grubbing shall meet the requirements of MAG Standard Specifications Section 201 within the Right-of-Way. Payment shall be per lump sum (L. Sum) according to the bid schedule for all work completed. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

36. **Environmental Mitigation Compliance (Stormwater Pollution Prevention)**

The Contractor shall adhere to all terms, conditions, and requirements contained in the Environmental Mitigation Memorandum. The memorandum and all related documents are located in **Appendix A** to these Technical Provisions.

During project construction, Pinal County shall be notified at (520) 866.6402 of any proposed changes in scope of work and/or work to be added outside the defined project limits, for evaluation of potential environmental impacts.

Payment for Environmental Mitigation Compliance will be made at the Contract Lump Sum Price. Payment shall be full compensation for performing all activities associated with fulfilling the environmental mitigation measures that are not directly included within other pay items. Contractor will be compensated for this contract item at a rate of 15% of the contract lump sum with the first progress payment. The remaining 85% of the contract amount will be pro-rated over the entire length of the project.

37. **Asphalt Milling**

Asphalt Milling shall meet the requirements of MAG Standard Specification Section 317. Payment shall be per square yard (SY) according to the bid schedule for all work completed and in place. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

38. **Portable Message Board**

Changeable message signs capable of displaying electronic variable messages shall be provided and operated by the contractor in accordance ADOT Standard Specification Section 701-3.08, except modified as follows:

The power supply for the changeable message signs shall be a fully independent self-contained trailer-mounted system. The changeable message board power supply shall be battery operated and rechargeable from a solar panel mounted above the changeable message board.

The contractor shall submit, at the pre-construction conference, a Certificate of Compliance that the changeable message sign (aka: board) to be used on this project shall be as described in ADOT Spec Sec 701-3.08.

When in operation, the changeable message sign trailer shall be offset a minimum of eight feet from the nearest edge of pavement. If the trailer is located behind temporary concrete barrier, a minimum offset of six feet will be required. Should the specified shoulder width not be available, a minimum two-foot offset from the nearest edge of pavement or temporary concrete barrier shall be required. When positioned on the highway, the changeable message board trailer shall be delineated with a minimum of 10 Type II barricades or vertical panels with Type C steady burn lights at a spacing of 10 to 20 feet, or as shown on the approved traffic control plan.

When not in operation, the changeable message sign shall be moved a minimum of 30 feet from the edge of pavement.

Signs shall be in place at least 72 hours prior to the start of construction and shall be removed after the 72 hours has exceeded. Contractor shall request approval from the Engineer for the location of the sign to be placed along project site.

Payment for changeable message signs shall be per each-day (**EA-DAY**) according to the bid schedule for all materials, labor, equipment necessary to furnish, operate, maintain, and relocate said signs for the duration of the sign usage. All other costs associated with this item shall be included into the bid price.

39. **Notification Signage**

Two orange project signs approximately 6-foot x 4-foot with black lettering and detail per MUTCD Temporary Construction Zone shall be furnished installed and maintained by the Contractor for the duration of the project at the locations designated by the County's Inspector. Signs shall be in place at least two weeks prior to the start of construction. They shall also be placed to be visible to motorists and kept clean.

The signs shall be mounted on break-away posts per the MUTCD manual

Message:

**MARICOPA – CASA GRANDE HIGHWAY
SANTA CRUZ WASH CROSSING IMPROVEMENTS
CONSTRUCTION START: (TBD CONSTRUCTION)
FINISH: (TBD)
EXPECT DELAYS CONTACT:
(CONTRACTOR'S NAME)**

After completion of the project and as directed by the County Inspector, the Contractor shall carefully remove the signs and posts and properly dispose of them.

An Approved electronic variable message board may be used as an alternative to the 6-foot x 4-foot Signage.

Payment shall be per each according to the bid schedule for work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

40. **Uniformed Off-Duty Officer**

When determined necessary by the Contractor, an off-duty Pinal County Sheriff Officer shall be used for traffic control. Contact shall be made through the Pinal County Sheriff's Officer Representative to be designated at pre-construction meeting. Deputy, including vehicle and equipment shall be measured by the (**HOOR**) for each hour required to perform traffic control duties. When a Deputy is used less than 3 hours, a minimum of 3 hours shall be charged. Any time over 3 hours shall be measured by the hour. Payment for Off-Duty Sheriff Deputy shall be made by the hour as set forth in the bid schedule. All other costs associated with this item shall be included with the bid item.

41. **UPRR Flagman Allowance**

For all work within the Union Pacific Railroad (UPRR) Right-of-Way, the Contractor shall retain the services of an UPRR Flagman. The County will reimburse the Contractor, based upon approved invoices and documented expenses an amount not to exceed the *ALLOWANCE* shown in the bidding scheduled.

42. **Arizona Pollutant Discharge Elimination System (AZPDES)**

AZPDES shall be in conformance with Section 104 of the ADOT Standard Specifications. The County will reimburse the Contractor an amount not to exceed the *ALLOWANCE* shown in the bidding schedule. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

43. **Contingency Allowance**

A contingency line item is included in the bid schedule to facilitate any unforeseen modifications in the design or construction process. This item is ONLY to be used if approval has been given from the engineer and/or County Inspector. The County shall pay, based upon a method of payment (i.e. time and material invoices, lump sum estimate, etc.) agreed upon with the Engineer, an amount not to exceed the *ALLOWANCE* shown in the bidding schedule.

44. **FEMA Floodplain**

A portion or this entire project exists within a flood-plain designated by the Federal Emergency Management Agency (FEMA). Contractor shall take special precautions to avoid loss of manpower, materials, and equipment that may result from storm water flowing thru the project area. In addition, contractor shall apply for a flood-plain use permit from Pinal County Public Works Department. The County will reimburse the Contractor an amount not to exceed the *ALLOWANCE* shown in the bid schedule. All other costs associated with this item is considered to be included in the overall bid price and no separate payment shall be made.

APPENDIX 'A'

Ak-Chin Environmental & Cultural Clearance Recommendations

Ak-Chin Environmental Protection Department (EPD) Recommendations:

Based upon the Environmental Clearance Memo dated July 17, 2014 from the EPD, the contractor shall comply with the following recommendations:

This is a roadway reconstruction project, specifically realignment of the Murphy Road and MC-CG Highway intersection. This project will improve access to the Commerce Center by addressing flooding of roads during minor rain events. Provided this information, it should be noted that the project would involve demolition of existing roadways, pavement and possible utility realignment. It is recommended that the project provide Best Management Practices (BMP) to ensure compliance with existing laws and regulations.

The location of the associated construction ancillary facilities, haul routes and any equipment (includes storage tanks) which may be serviced should be mapped and available to the EPD so that they can be familiarized with the project and staff can assign time and resources if needed. This will assist the EPD in conducting the appropriate environmental compliance function(s) which can be applied.

Solid Waste Permit – The project most likely will require removal and disposal of pavement, concrete and construction debris. Title 11, Chapter 2, Section 2.8 of the Ak-Chin Indian Community Environmental Code, requires that contractors obtain a Solid Waste Permit for the collection and transportation of solid waste to appropriate disposal sites which may include movement of soil or construction debris from the site. Contractors shall contact the Environmental Protection Department (EPD) to obtain the Solid Waste Permit application and copies of the applicable regulations. An application for Solid Waste Permit can be obtained by contacting Errol Blackwater, Environmental Technician at (520) 568-1176 or eblackwater@ak-chin.nsn.us

Section 404 Permitting Requirement - Installation of culverts and heavy equipment use in the washes require the 404 permit from the Army Corp of Engineers to conduct work within the Santa Cruz wash. The project is in a historical flood plain and flooding has been experienced within the project area from past events. Contractor shall conduct activities to accommodate for potential flooding within the project area.

Dust Control – Contractor shall obtain a Dust Control Permit from Pinal County and implement appropriate dust control measures as required by the permit and provide a copy of this permit to Ralph Gomez, Air Quality Specialist at (520) 251-3984 or email at rgomez@ak-chin.nsn.us

Burrowing Owls of Other Migratory Birds – Burrowing Owls are commonly found throughout Ak-Chin Indian Community, particularly around irrigated areas where rodents and other food sources may be found. The western species of burrowing owl (*Athene cunicularia*) are currently protected under the Migratory Bird Treaty Act (MBTA), and listed by the U.S. Fish and Wildlife Service as a National Bird of Conservation Concern. With the exception of rock pigeons, house sparrows, and European starlings, all birds in the project vicinity are protected under the Migratory Bird Treaty Act of 1918, as amended. The Act states it is unlawful to take, kill, or possess migratory birds that are listed under its protection. Protection is provided for the

birds, their nests, and eggs. Due to the close proximity of water and a variety of different vegetation including nearby agricultural areas, migratory birds may be encountered in the area. Contractor shall contact the Environmental Programs Manager, Lorinda Sam at (520) 568-1159 or by email at lsam@ak-chin.nsn.us to coordinate burrowing owl relocation and removal.

Reseeding / Reclamation Plan – Prior to construction, contractor shall provide a reseeding / reclamation plan. Plan shall include a listing of proposed vegetation to be removed along with vegetation / plant species list identified on the project site which targets areas to be re-seeded. Noxious or non-native invasive weed seeds shall not be used in re-seeding mix.

Water Use for Construction Site – Operational backflow prevention devices are required for hook up to fire hydrants and can be obtained from EPD. Questions regarding water use should be directed to Carlton Carlyle, Water Maintenance Supervisor at (520) 423-7757.

Ak-Chin Cultural Resource Office (CRO) Recommendations:

Based upon the Cultural Resource Memo dated July 1, 2014 from the CRO, the contractor shall comply with the following recommendations:

The Ak-Chin Cultural Resource Office shall be given five business days advance notice prior to the start of the project. Contact Ms. Velacita Lopez, Acting Manager, at (520) 568-1367 or Mr. Gary Gilbert, Technician II, at (520) 251-2231.

If cultural resources are identified during construction activities, all work in the immediate vicinity of the discovery will stop, the discovery will be secured, and no pictures will be taken until the discovery can be evaluated by the Ak-Chin Indian Community Cultural Resources Office.

APPENDIX 'B'

UPRR Contractor Requirements

Folder No. 02828-77

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of February 11, 2014, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS**, to be addressed at PO Box 727, Florence, AZ 85132 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property in the vicinity of Mile Post 905 to Mile Post 905.4, Gila Subdivision, at or near Maricopa, Arizona, for the purpose of a temporary detour road for public use during the construction of a box culvert under the Maricopa Casa-Grande Highway. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

**Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE;
RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Track Maintenance of the Railroad or his authorized representative (hereinafter the Railroad Representative):

Article 5. TERM; TERMINATION.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until December 11, 2014 unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article 6. CERTIFICATE OF INSURANCE.

A. Before commencing any work, the Licensee will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement in a policy which contains the following type of endorsement:

"Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Licensee, performance of any work on the property of the Railroad."

B. Licensee warrants that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

C. Union Pacific should be listed as certificate holder and all insurance correspondence shall be directed to: Union Pacific Railroad Company, Director (Attn.: Connie Alvis - Folder No.02828-77), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, the Licensee shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried

Form Approved, AVP-Law

anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and Arizona only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article 9. LICENSE FEE.

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of **Fifty Thousand Dollars (\$50,000.00)** to cover Railroad's cost to prepare and administer this Agreement.

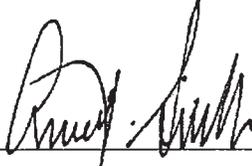
Flagging charges are not included in the sum recited in the preceding paragraph, and will be billed separately, if incurred.

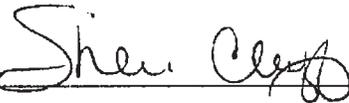
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #94-6001323

**PINAL COUNTY, BY AND THROUGH
ITS BOARD OF SUPERVISORS,**

By: _____
Constance R. Alvis
Manager - Contracts

By:  _____
Chairman of the Board 7/9/14

Attest:  _____
Clerk of the Board 4/9/14

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

EXHIBIT B

Section 1 - NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of

Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is

performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 8 - SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

a. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

b. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - INDEMNITY.

a. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

b. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

c. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed,

and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

Section 11 - WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 12 - ASSIGNMENT - SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

Rev 090506

EXHIBIT C

Union Pacific Railroad Contract Insurance Requirements

Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the

ROE 880702
Form Approved, AVP-Law

indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Print out two complete originals, including all exhibits.

Execute and the two originals to my address as indicated in email.

Include license fee of \$50,000.00

I need complete insurance for licensee and contractors meeting dollar limits of coverage on Exhibit C.

I need RRPL insurance with \$2/6 million – one rrpl one certificate.

Please name UP as additional insured on GL.

Please list on certificate: folder no., address, site location

Please meet dollar limits of required coverage from Exhibit C for all categories.

All Contractors must meet same dollar limits of general liability coverage under Exhibit C.

Return in overnight mail in order to expedite return of your permit.

ROE 920316
Form Approved, AVP-Law

EXHIBIT A
LEGAL DESCRIPTION
UNION PACIFIC RAILROAD EASEMENT

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 4 EAST, G. & S. R. B. & M., COUNTY OF PINAL, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND BUREAU OF LAND MANAGEMENT (BLM) BRASS CAP STAMPED "1916" AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE ALONG THE NORTH LINE OF SAID SECTION 16 NORTH 89°43'48" WEST, A DISTANCE OF 2,783.36 FEET ON THE PROPOSED NORTHEASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (200.00 FEET WIDE), FROM WHICH A BLM BRASS CAP STAMPED "2006" LIES SOUTH 89°43'51" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 197.38 FEET;

THENCE SOUTH 53°49'16" EAST, DEPARTING SAID NORTH SECTION LINE AND ALONG SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 3,078.84 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 42°30'41" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 229.46 FEET;

THENCE SOUTH 53°49'16" EAST, A DISTANCE OF 1710.00 FEET, SOUTHWEST OF AND PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 65°07'53" EAST, A DISTANCE OF 229.46 FEET, TO SAID RIGHT-OF-WAY LINE;

THENCE NORTH 53°49'16" WEST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,160.00 FEET TO THE **POINT OF BEGINNING**,

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 87,076 SQUARE FEET OR 2.0 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING

THE ARIZONA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011), 2010 EPOCH. DISTANCES SHOWN ARE GROUND VALUES WITH A GRID TO GROUND SCALE FACTOR OF 1.000175791.

SEC. 9

SEC. 10

142.72'
54.66'
1/4 CORNER
SEC. 9,16 T.5S., R.4E
FOUND BLM BRASS CAP
"2006"

PETERS AND NALL ROAD

N 89°43'48" W 2585.98'

CORNER OF SEC. 9,10,15,16
SEC.15 T.5S., R.4E.
FOUND BLM BRASS CAP
"1916"

SEC. 15

S 42°30'41" E
229.46'

POINT OF BEGINNING

MCGH ☒

N 53°49'16" W
2160.00'

RAILROAD ☒

S 65°07'53" E
229.46'

SEC. 16

S 53°49'16" E
1710.00'



PINAL COUNTY
Wide open opportunity

EXHIBIT A
UNION PACIFIC RAILROAD EASEMENT
MARICOPA-CASA GRANDE HIGHWAY
SANTA CRUZ DRAINAGE IMPROVEMENTS
PINAL COUNTY, ARIZONA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. 18201 Von Karman Ave Suite 200 Irvine CA 92612	CONTACT NAME: Rose Unruh PHONE (A/C No. Ext): 480-845-6209 FAX (A/C No.): 602-244-2242 E-MAIL ADDRESS: rose_unruh@ajg.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Arizona Counties Insurance Pool</td> <td></td> </tr> <tr> <td>INSURER B: Arizona Counties Workers Comp Pool</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arizona Counties Insurance Pool		INSURER B: Arizona Counties Workers Comp Pool		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Arizona Counties Insurance Pool														
INSURER B: Arizona Counties Workers Comp Pool														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Pinal County Attn: Risk Management Department P O Box 2088 Florence AZ 85132	ARIZCOU-01													

COVERAGES CERTIFICATE NUMBER: 152183424 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	ACIP070113	7/1/2013	7/1/2014	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$n/a MED EXP (Any one person) \$n/a PERSONAL & ADV INJURY \$n/a GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 E&O Limit/Agg \$\$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACIP070113	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	CRLAZWC070113	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Union Pacific Railroad Company is Additional Insured solely as respects to General Liability coverage pursuant to and subject to the policy's term, definitions, conditions and exclusions regarding liabilities arising out of the insured's performance of any work on the property of the Railroad, per right-of-way entry agreement; Folder No. 02828-77.

CERTIFICATE HOLDER

CANCELLATION

Union Pacific Railroad Co. Folder No. 2828-77 1400 Douglas St. STOP 1690 Omaha NE 68179-1690	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

CONTRACTOR'S ENDORSEMENT

Folder No. 02828-77

A. As a condition to entering upon Licensor's right-of-way to perform work pursuant to this Agreement, Licensee's contractor (*Fill in*):

(hereinafter "Contractor") agrees to comply with all the terms and provisions of this Agreement relating to the work to be performed and the insurance requirements set forth in Exhibit C.

B. Before the Contractor commences any work, the Contractor will pay the Licensor a nonrefundable payment of \$500 upon execution and return of this Contractor's Endorsement, and will provide the Licensor with a certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C in a policy which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the Licensee.

All insurance correspondence shall be directed to: Connie Alvis - Folder No. 02828-77, Union Pacific Railroad Company, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

(Please print Contractor's Name above)

X _____
Title: _____

APPENDIX 'C'

Army Corp of Engineers 404 Permit Requirements



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
3636 N CENTRAL AVE SUITE 900
PHOENIX AZ 85012-1939

January 9, 2015

Scott Bender
Pinal Country Engineer
31 North Pinal Street, Bldg F
P.O. Box 727
Florence, Arizona 85132

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION

Dear Mr. Bender:

I am responding to your request (SPL-2014-00358) for a Department of the Army permit for your proposed project, Maricopa-Casa Grande Hwy Crossing Improvements. The proposed project is located near the City of Maricopa (-111.943806, 32.992542), Pinal County, Arizona.

Because this project would result in a discharge of dredged and/or fill material into waters of the United States a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

I have determined construction of your proposed project, if constructed as described in your application, would comply with Nationwide Permit (NWP) #14, Linear Transportation. Specifically, and as shown in the enclosed figure(s), you are authorized to:

1. Constructing temporary travel lanes on the south side of MC-CG to allow traffic to drive around the construction zone
2. Removing the existing roadway pavement within the project limits
3. Installing 3 sets of concrete box culverts (CBCs) across Santa Cruz Wash as follows
 - a. 6 – 10-foot x 6-foot CBCs near the west side of the wash
 - b. 18 – 10-foot x 6-foot CBCs in the center of the wash
 - c. 6 – 10-foot x 6-foot CBCs near the east side of the wash
4. Installing 5 – 24-inch corrugated metal pipes (CMPs) where overflow from Santa Cruz Wash currently flows across MC-CG approximately 1,900 feet west of Murphy Road
5. Installing 3 – 58-inch x 36-inch CMPs beneath Murphy Road
6. Extending Antone Street approximately 60 feet to the south and constructing a new intersection with MC-CG; Antone Street would be signed as an alternative access point to the SCCC while the Murphy Road intersection is reconstructed and after the project is complete

7. Installing 3 – 58-inch x 36-inch CMPs beneath the extension of Antone Street
8. Reconstructing portions of MC-CG, Murphy Road, and Antone Street to match the profile of the new drainage structures
9. Relocating utilities as necessary within the Pinal County easement
10. Constructing 0.5 mile of new pavement along MC-CG, with intermittent guardrail
11. Re-stripping and re-signing the three roadways
12. Seeding all areas disturbed by construction

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

Cultural Resources:

Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (John Killeen at 213-452-3861). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.

This verification is valid through March 18, 2017. If on March 18, 2017 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR § 330.4(e) and 33 CFR § 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2017, may chose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR § 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in the regulatory program. If you have any questions, please contact William Miller at 602-230-6954 or via e-mail at William.H.Miller@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,



Digitally signed by
DIEBOLT.SARAH.D.1231388229
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=DIEBOLT.SARAH.D.1231388229
Date: 2015.01.09 14:10:17 -07'00'

Sallie Diebolt
Chief, Arizona Branch
Regulatory Division

Enclosures



**LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS**

**CERTIFICATE OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT**

Permit Number: *SPL-2014-00358*

Name of Permittee: *John Kraft, Pinal Country Public Works, Area 3 Engineer*

Date of Issuance: *January 9, 2015*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

- 1) Email a digital scan of the signed certificate to William.H.Miller@usace.army.mil
- OR**
- 2) Mail the signed certificate to

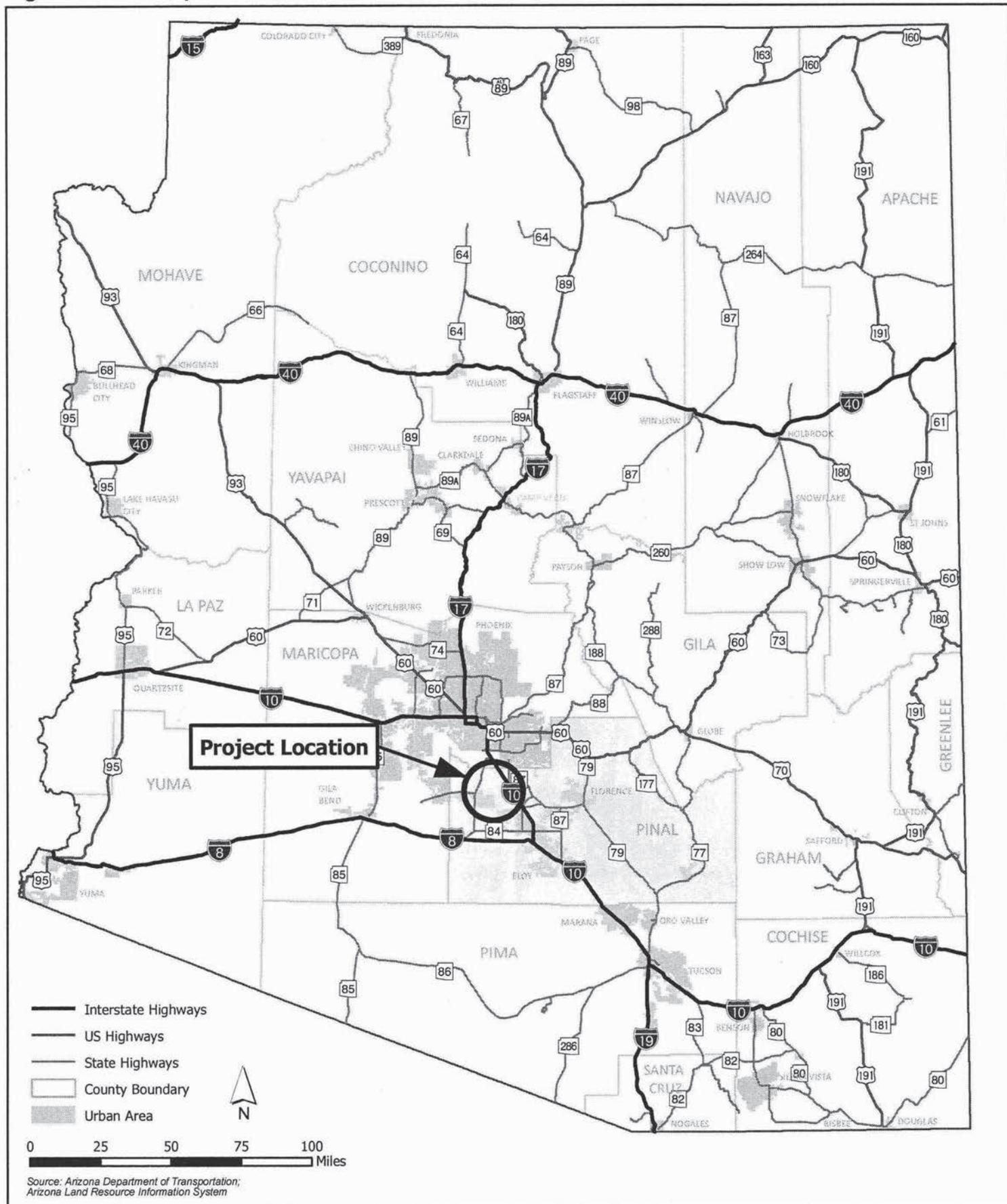
U.S. Army Corps of Engineers
ATTN: Regulatory Division SPL-2014-00358-WHM
3636 N CENTRAL AVE SUITE 900
PHOENIX AZ 85012-1939

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(l)(3) to confirm that the appropriate number and resource type of credits have been secured.

Signature of Permittee

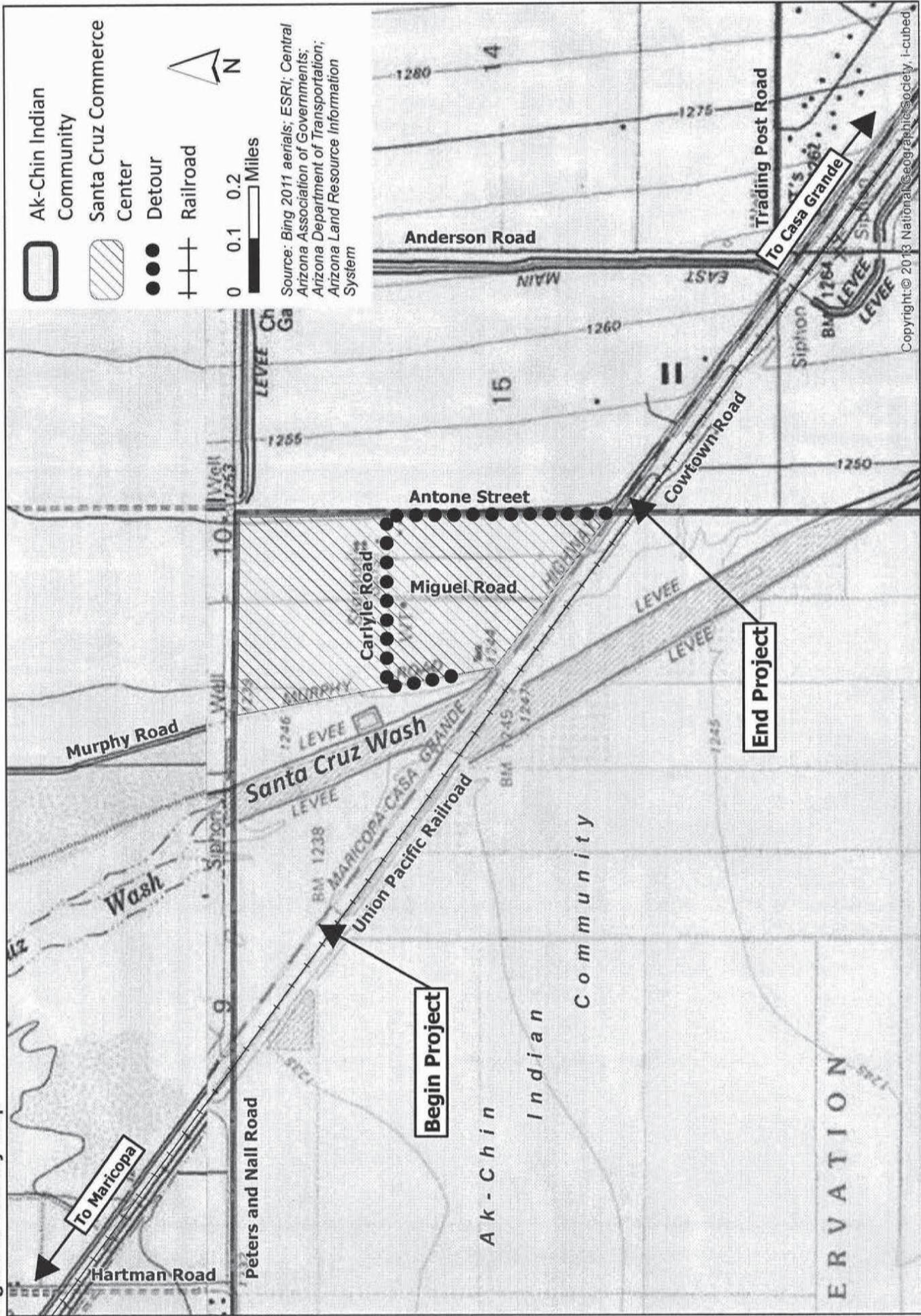
Date

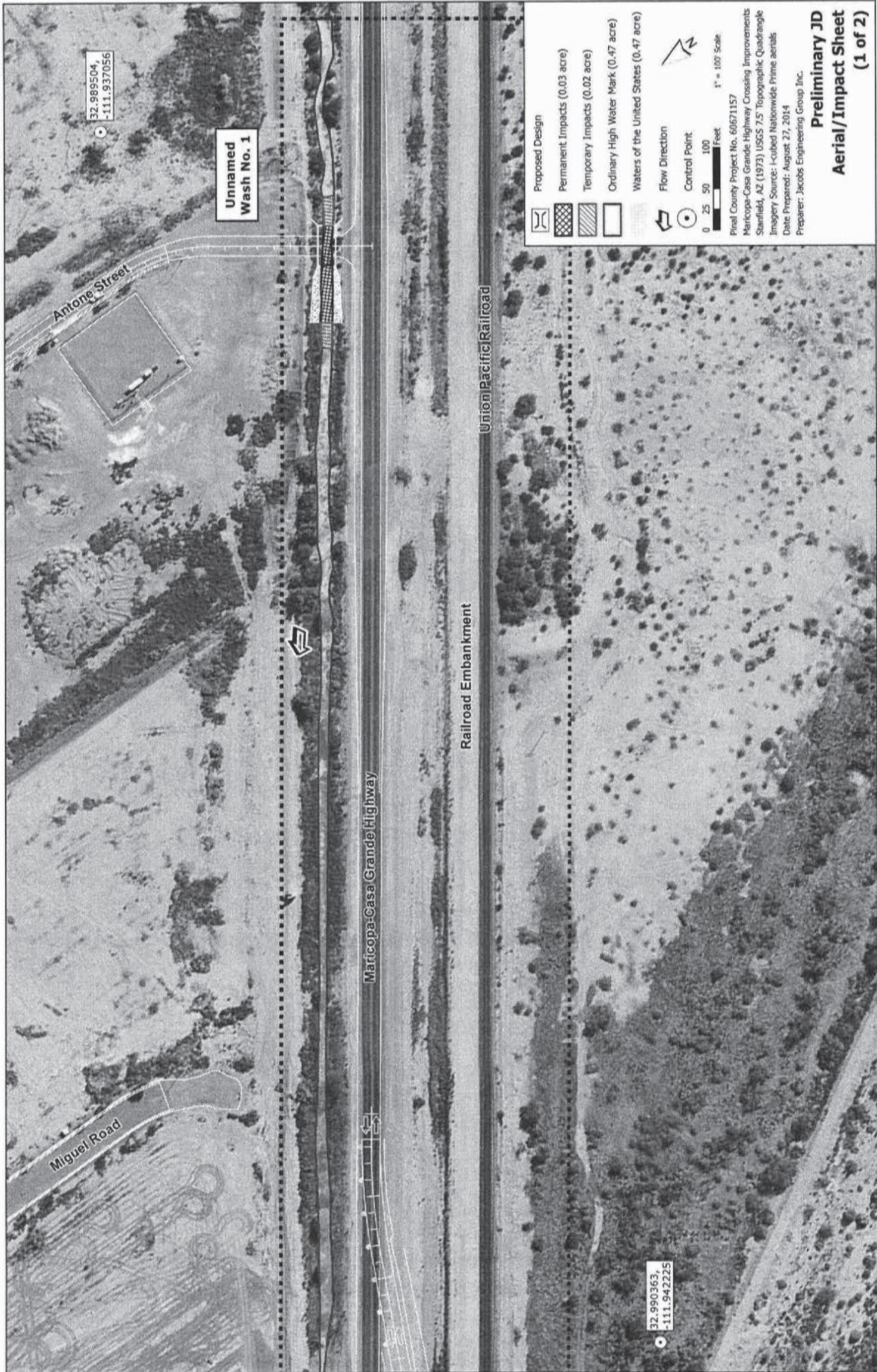
Figure 1. State Map



Maricopa-Casa Grande Highway Crossing Improvements
Pinal County Project No. 60671157
Corps File No. TBD

Figure 2. Vicinity Map





32.989504,
-111.937056

Unnamed
Wash No. 1

Antone Street

Miguel Road

Maricopa-Casa Grande Highway

Railroad Embankment

Union Pacific Railroad

32.990363,
-111.942225

Proposed Design

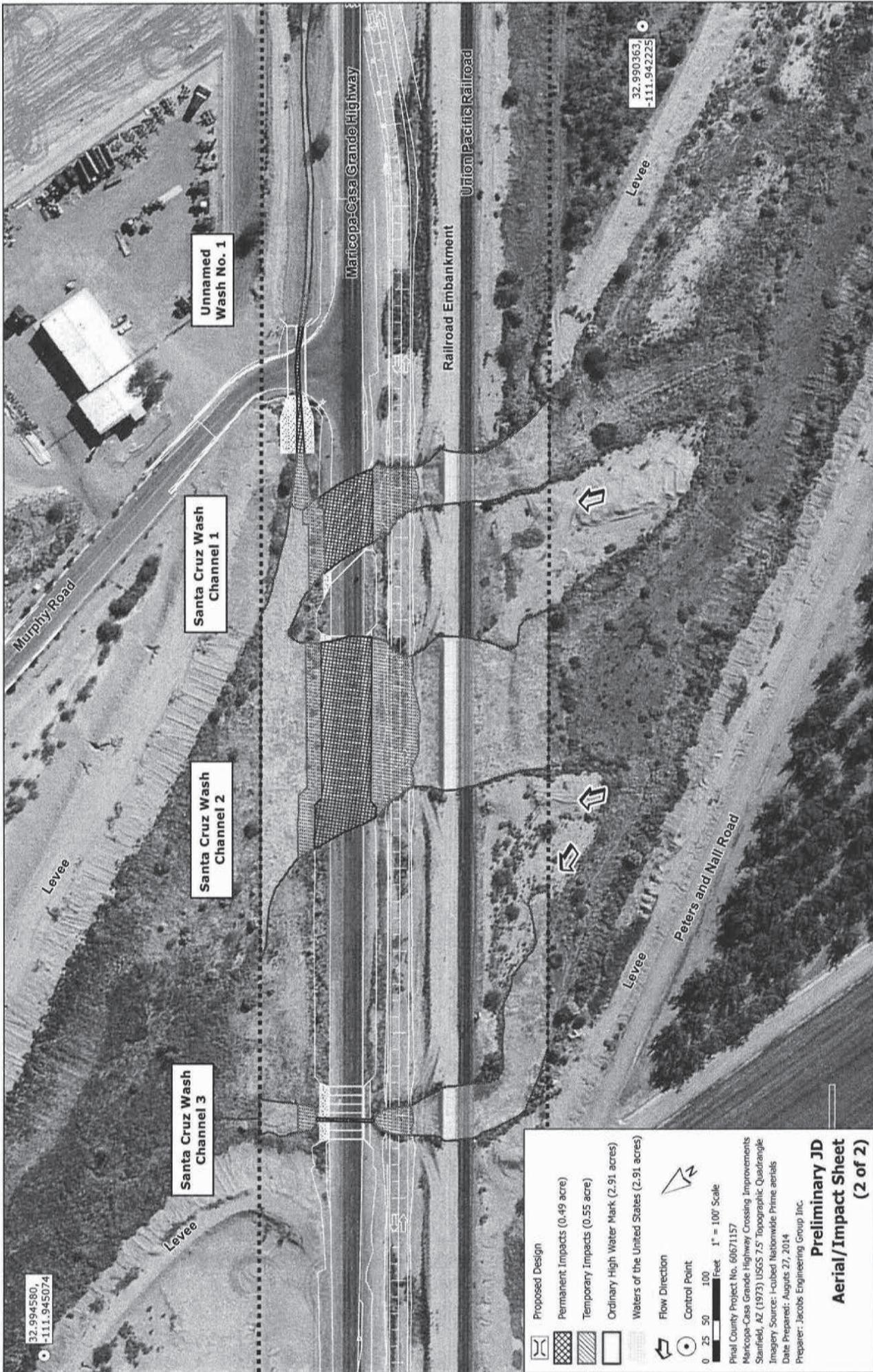
- Permanent Impacts (0.03 acre)
- Temporary Impacts (0.02 acre)
- Ordinary High Water Mark (0.47 acre)
- Waters of the United States (0.47 acre)
- Flow Direction
- Control Point

0 25 50 100 Feet

1" = 100' Scale

Pinal County Project No. 60671157
 Maricopa-Casa Grande Highway Crossing Improvements
 Stanfield, AZ (1973) USGS 7.5' Topographic Quadrangle
 Imagery Source: I-Cubed Nationwide Prime Aerials
 Date Prepared: August 27, 2014
 Preparer: Jacobs Engineering Group, Inc.

Preliminary JD
Aerial/Impact Sheet
(1 of 2)



32.994580,
-111.945074

Unnamed
Wash No. 1

Santa Cruz Wash
Channel 1

Santa Cruz Wash
Channel 2

Santa Cruz Wash
Channel 3

Maricopa-Casa Grande Highway

Railroad Embankment

Union Pacific Railroad

Levee

Levee

Peters and Nail Road

32.990363,
-111.942225

Proposed Design

- Permanent Impacts (0.49 acre)
- Temporary Impacts (0.55 acre)
- Ordinary High Water Mark (2.91 acres)
- Waters of the United States (2.91 acres)

Flow Direction

- Flow Direction
- Control Point

0 25 50 100 feet 1" = 100' Scale

Project Information:
 Pinal County Project No. 60671157
 Maricopa-Casa Grande Highway Crossing Improvements
 Stanfield, AZ (1973) USGS 7.5' Topographic Quadrangle
 Imagery Source: 1-cubed Nationwide Prime aerials
 Date Prepared: August 27, 2014
 Preparer: Jacobs Engineering Group Inc.

**Preliminary JD
 Aerial/Impact Sheet
 (2 of 2)**

100% REVIEW	DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
	9	AZ	60671157	1	65
NOT FOR CONSTRUCTION OR RECORDING PURPOSES	DATE	DATE	DATE	DATE	DATE
	02-14	02-14	02-14	02-14	02-14

JACOBS
101 NORTH FIRST AVENUE, SUITE 3100
PHOENIX, ARIZONA 85003 U.S.A.
PHONE: (602) 253-1200
FAX: (602) 253-1202

**MC-CG HIGHWAY
CROSSING IMPROVEMENTS
PROJECT NO. 60671157**



PINAL COUNTY
wide open opportunity

PINAL COUNTY BOARD OF SUPERVISORS

- DISTRICT ONE - PETE RIOS
- DISTRICT TWO - CHERYL CHASE
- DISTRICT THREE - STEPHEN MILLER
- DISTRICT FOUR - ANTHONY SMITH
- DISTRICT FIVE - TODD HOUSE

MANAGEMENT

COUNTY MANAGER - GREG STANLEY
COUNTY ENGINEER - SCOTT BENDER, P.E., C.F.M.

INDEX TO SHEETS

DRAWING NO.	DESCRIPTION	SHEET NO.
CS-1	COVER SHEET	1
GN-1	GENERAL NOTES / LEGEND	2
SC-1	SURVEY CONTROL POINTS	3
GM-1	GEOMETRIC SHEETS	4
TI-1 to TI-2	TYPICAL SECTIONS	5 - 6
SI-1 to SI-28	SECTION SHEETS	7 - 34
DR-1 to DR-5	DRAINAGE DETAILS	35 - 39
PP-1 to PP-8	PLAN AND PROFILE SHEETS	40 - 50
SM-1 to SM-8	SHOWING AND MARKING SHEETS	51 - 58
TC-1 to TC-8	DETAILED PLAN/TRAFFIC CONTROL CROSS SECTIONS	59 - 66
XS-1 to XS-21	CROSS SECTIONS	67 - 87

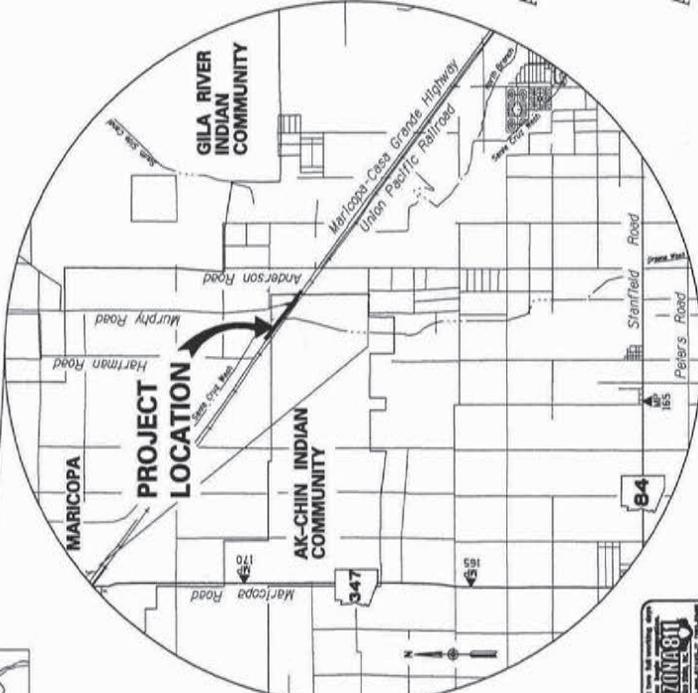
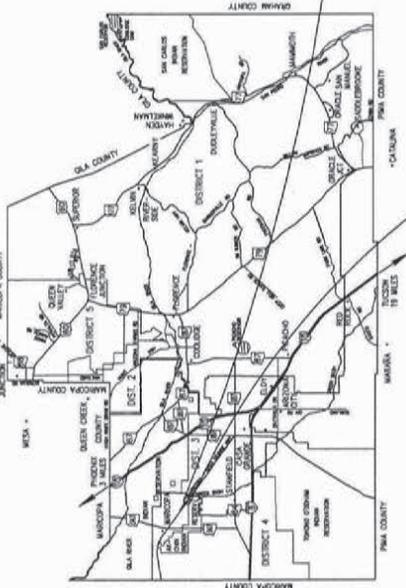
APPROVED BY: _____

PINAL COUNTY ENGINEER
PINAL COUNTY, DEPARTMENT OF PUBLIC WORKS

DATE _____

APPROVAL EXPIRES: _____

DATE _____



PROJECT MANAGER

CELESTE PEMBERTON
Pinal County Public Works
North Pinal Street, Building F
P.O. Box 727, Florence, AZ 85132
TEL: 520.866.6402
FAX: 520.866.7943

DESIGN CONSULTANT

JACOBS
101 NORTH FIRST AVENUE, SUITE 3100
PHOENIX, ARIZONA 85003
PHONE: (602) 253-1200
FAX: (602) 253-1202

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

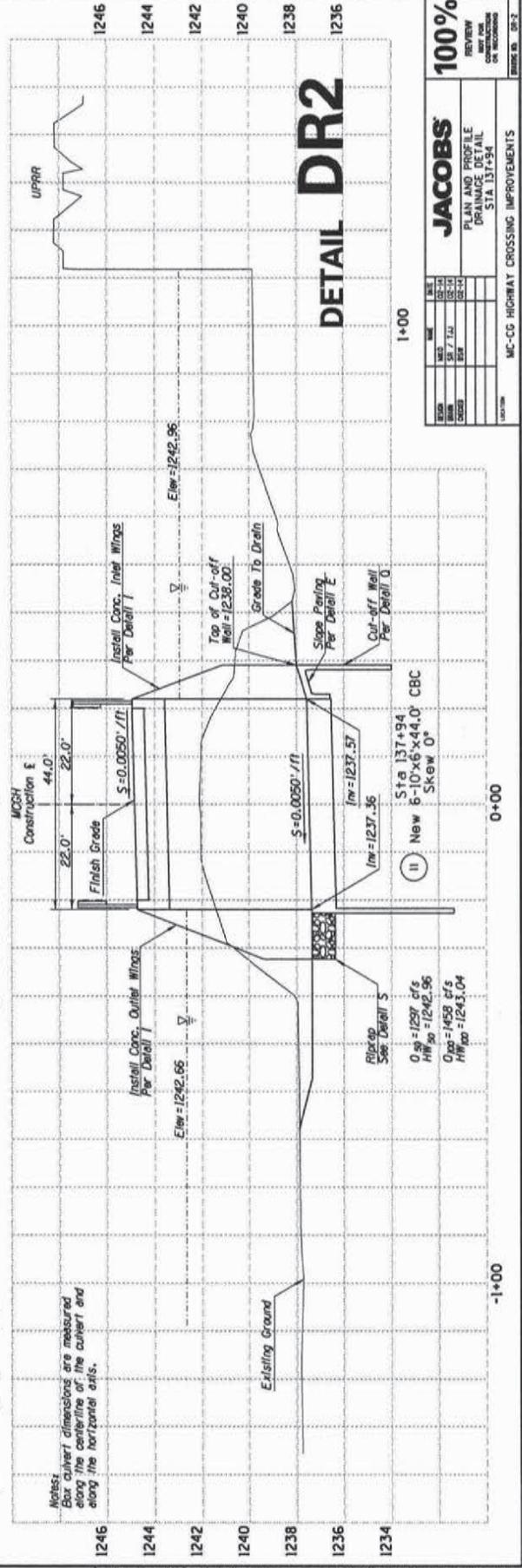
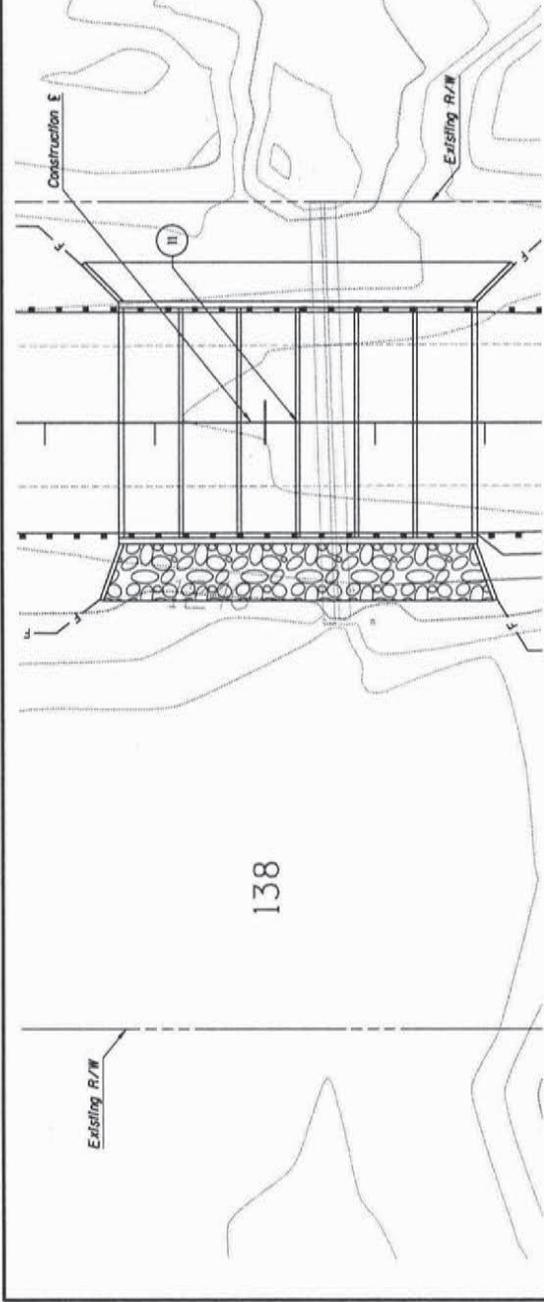
REGISTERED ENGINEER / LAND SURVEYOR _____ DATE _____

REGISTRATION NUMBER _____



DATE	BY	REVISION
9	AZ	60671157
39		66

SCALE	DATE	PROJECT NO.	DATE	BY	REVISION
AS BUILT		60671157	39	66	



DETAIL DR2

DATE	BY	REVISION
10/14		
10/14		
10/14		

JACOBS
 PLAN AND PROFILE
 DRAWING TITLE
 STA 137+94

100%
 REVIEW
 DATE
 CHECKED
 DATE

10/20/08
 MC-CG HIGHWAY CROSSING IMPROVEMENTS
 SHEET NO. 09-2

Notes:
 Box culvert dimensions are measured along the centerline of the culvert and along the horizontal axis.

MOCH Construction 44.0'
 Construction 22.0'
 Finish Grade
 S = 0.0050 / 111
 S = 0.0050 / 111
 Slope Penning Per Detail E
 Cut-off Wall Per Detail O
 Riprap See Detail S
 0.59 = 1237.87
 HW₅₀ = 1242.96
 0.09 = 1458.85
 HW₁₀₀ = 1243.04

Install Conc. Outer Wings Per Detail I
 Elev = 1242.66
 Top of Cut-off Wall = 1238.00
 Grades To Draft
 Sta 137+94
 New 6'-10"x6'-44.0" CBC
 Skew 0°

Install Conc. Inner Wings Per Detail I
 Elev = 1242.96

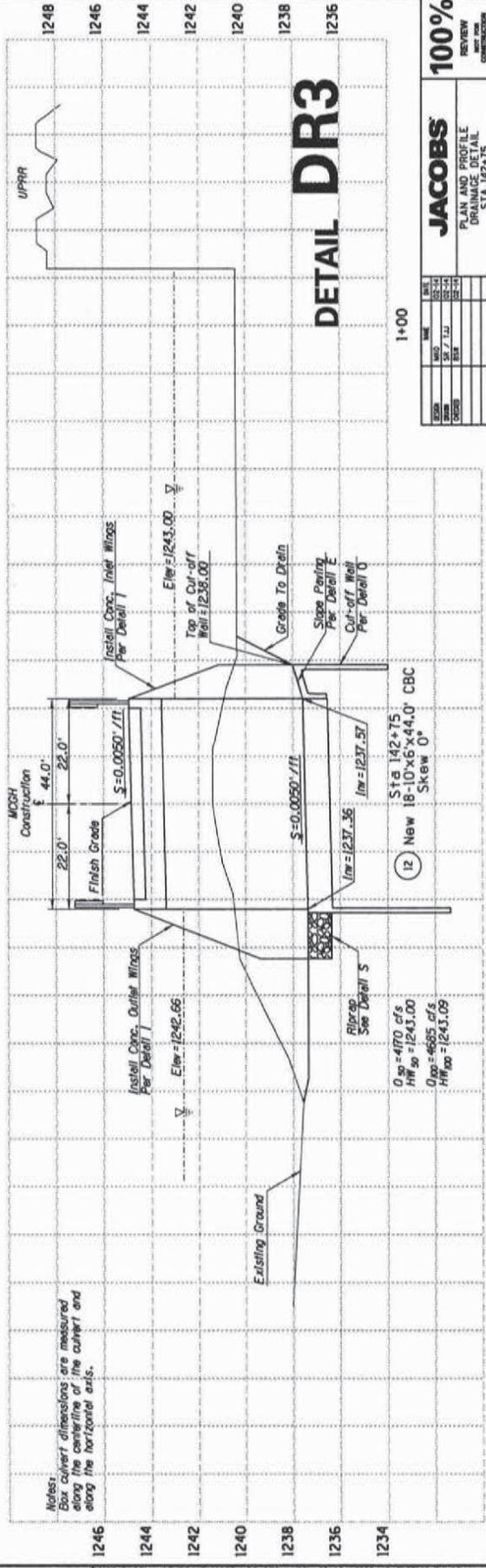
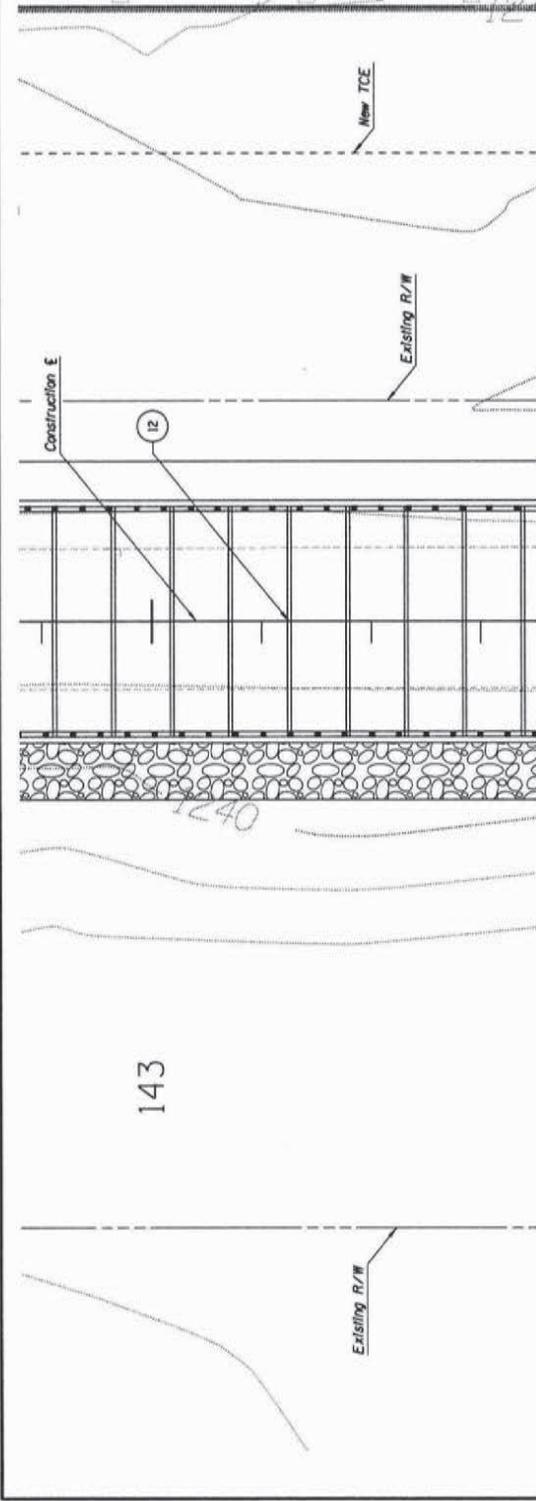
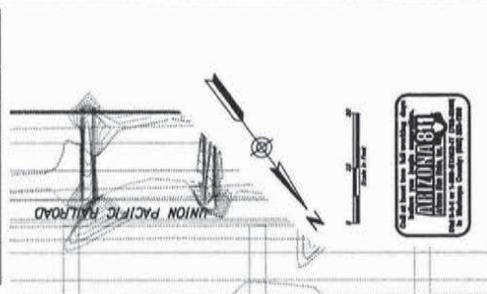
UPPER

Existing Ground

1246
1244
1242
1240
1238
1236
1234

-1+00
0+00
1+00

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
AZ	60671151	40	66



DETAIL DR3

1+00

0+00

-1+00

DATE	BY	CHK	APP
02-14	JLJ		
02-14			
02-14			

100%
REVIEW
DATE FOR
CONSTRUCTION

JACOBS
PLAN AND PROFILE
DRAINAGE DETAIL
STA 142+75

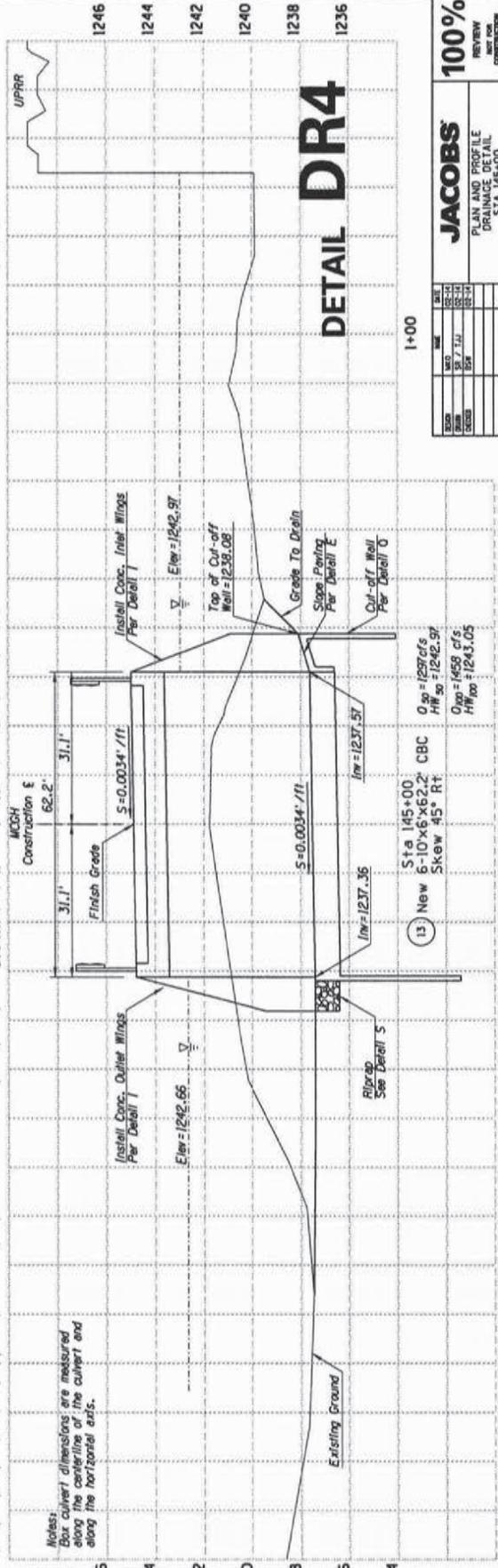
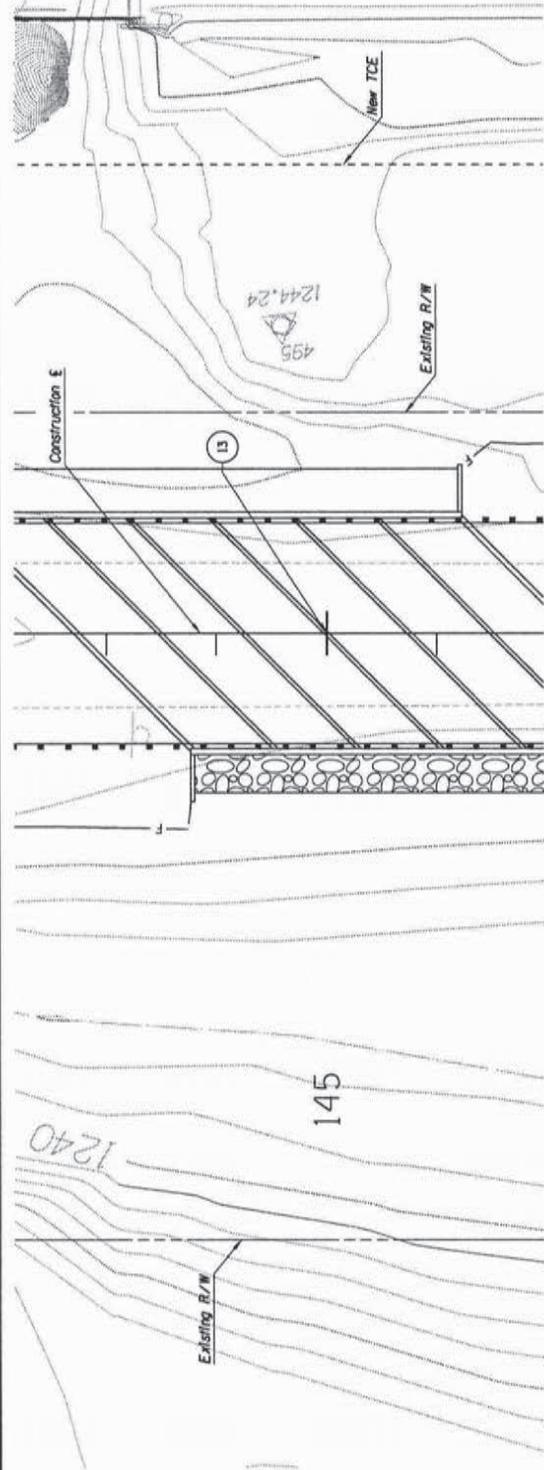
LOCATION: MC-CG HIGHWAY CROSSING IMPROVEMENTS
SHEET NO. 02-3

Notes:
Box culvert dimensions are measured along the centerline of the culvert and along the horizontal axis.

MOCH Construction
44.0'
22.0'
22.0'
Finish Grade
S=0.0050'/ft.
In=1/237.57
Sta 142+75
New 18'-10"x6"x44.0' CBC
Skew 0°
Riprap
See Detail S
O_{sp}=4170 cfs
HW_{sp}=1243.00
O_{top}=6685 cfs
HW_{top}=1243.09

Install Conc. Inlet Wings
Per Detail I
Elev=1243.00
Top of Cut-off
Well=1238.00
Grape To Drain
Slope Paving
Per Detail E
Cut-off Well
Per Detail Q

DATE	BY	CHKD	SCALE
06/11/15	6067115T	4	66
NO. 9	A.Z.		



Notes:
Box culvert dimensions are measured along the centerline of the culvert and along the horizontal axis.

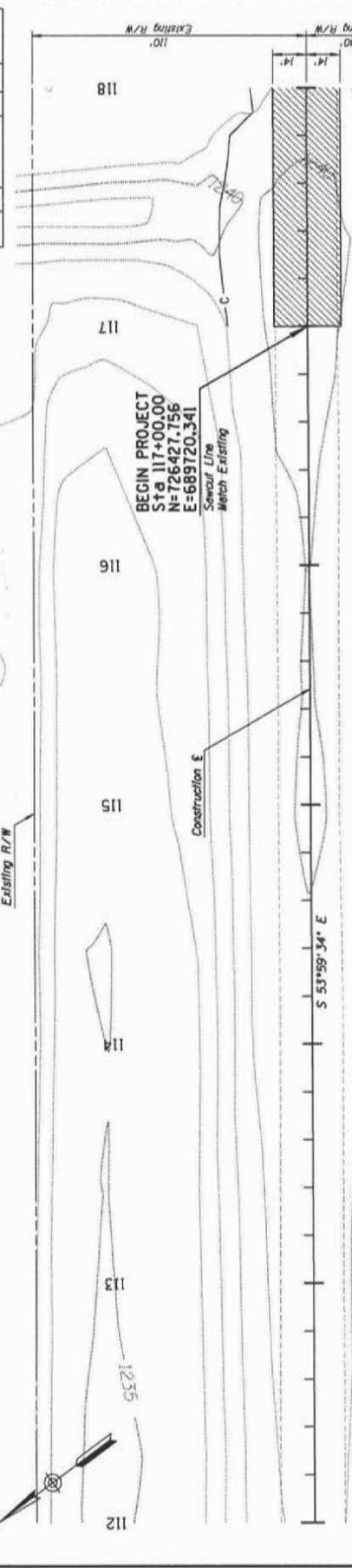
DETAIL DR4

JACOBS
100%
PLAN AND PROFILE
DRAINAGE DETAIL
STA 145+00

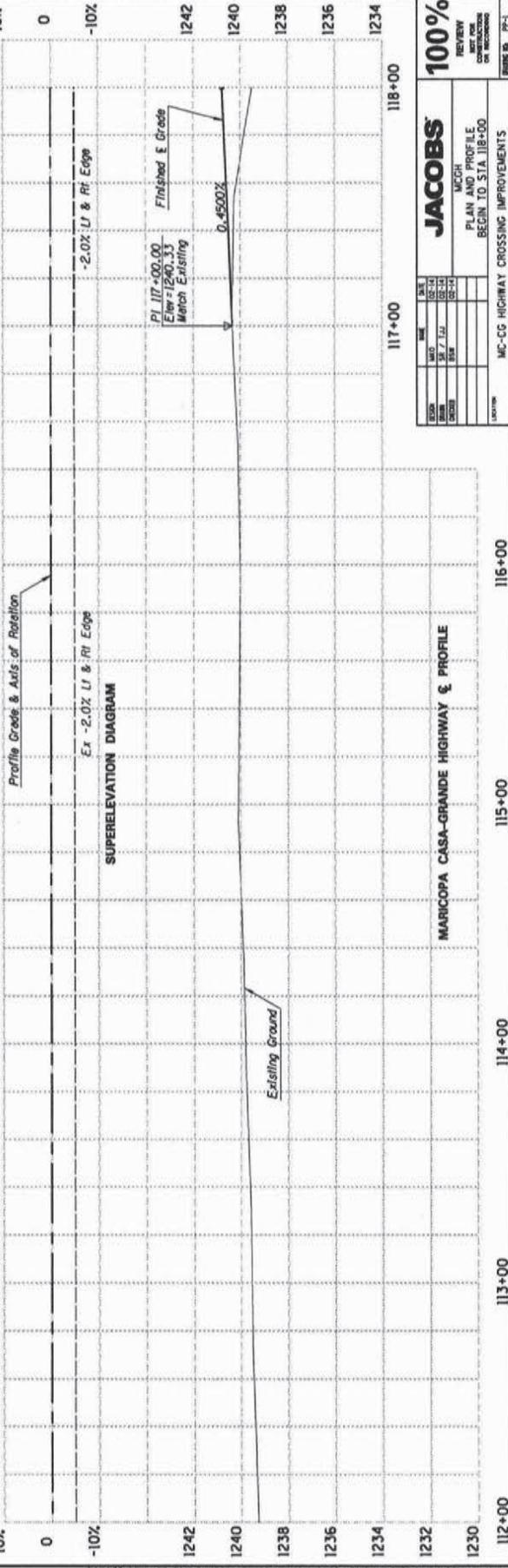
REVIEW FOR
DATE FOR
DATE FOR
DATE FOR

PROJECT: MC-CC HIGHWAY CROSSING IMPROVEMENTS
SHEET NO. DR-1

SCALE	DATE	PROJECT NO.	DATE	NO. SHEETS	OF TOTAL
9	AZ	60671157	43	56	



BEGIN PROJECT
 STA 117+00.00
 N=726427.756
 E=689720.341
 Sewer Line
 Match Existing



SUPERELEVATION DIAGRAM

Profile Grade & Axis of Rotation
 Ex -2.0% LI & RI Edge

JACOBS
 MCH
 PLAN AND PROFILE
 BEGIN TO STA 118+00

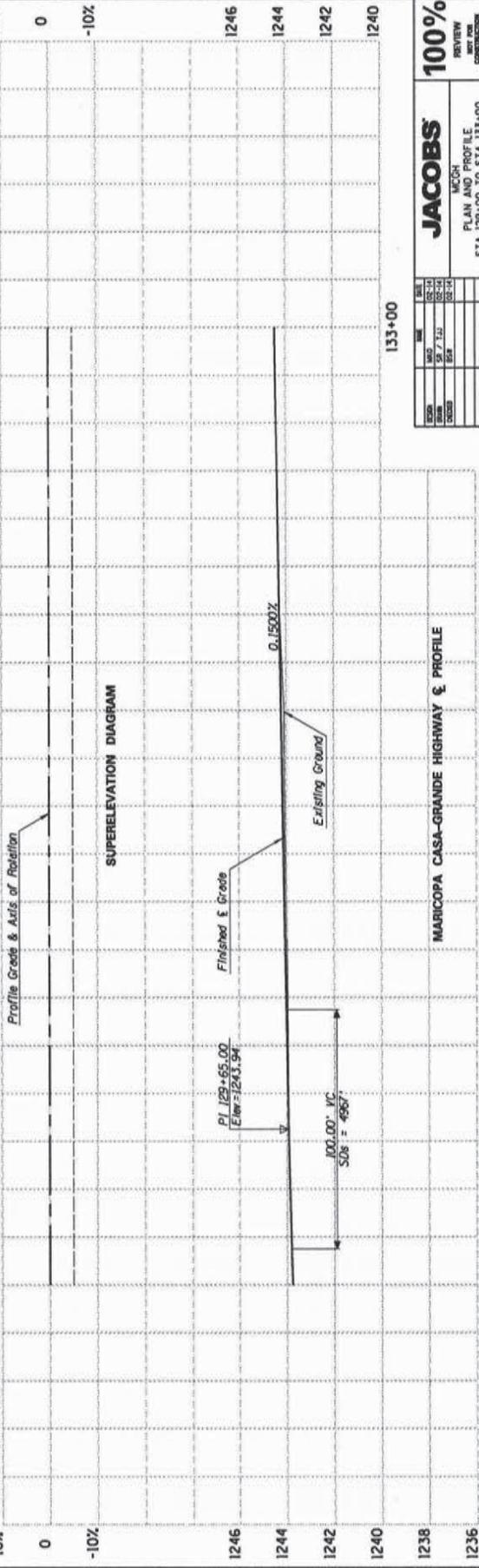
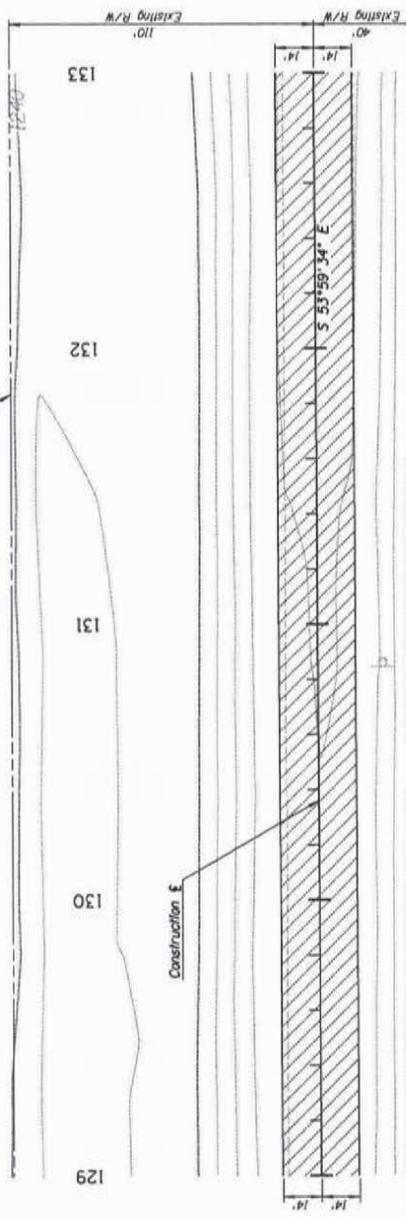
DESIGN	DATE	BY	DATE
10/14	10/14		
10/14	10/14		
10/14	10/14		

100%
 REVIEW
 DATE FOR
 ON RECORD

PROJECT: MC-CG HIGHWAY CROSSING IMPROVEMENTS
 DRAWING NO. 10-1

MARICOPA CASA-GRANDE HIGHWAY & PROFILE

DATE	BY	NO.	DESCRIPTION
9	AZ	60671157	46 66

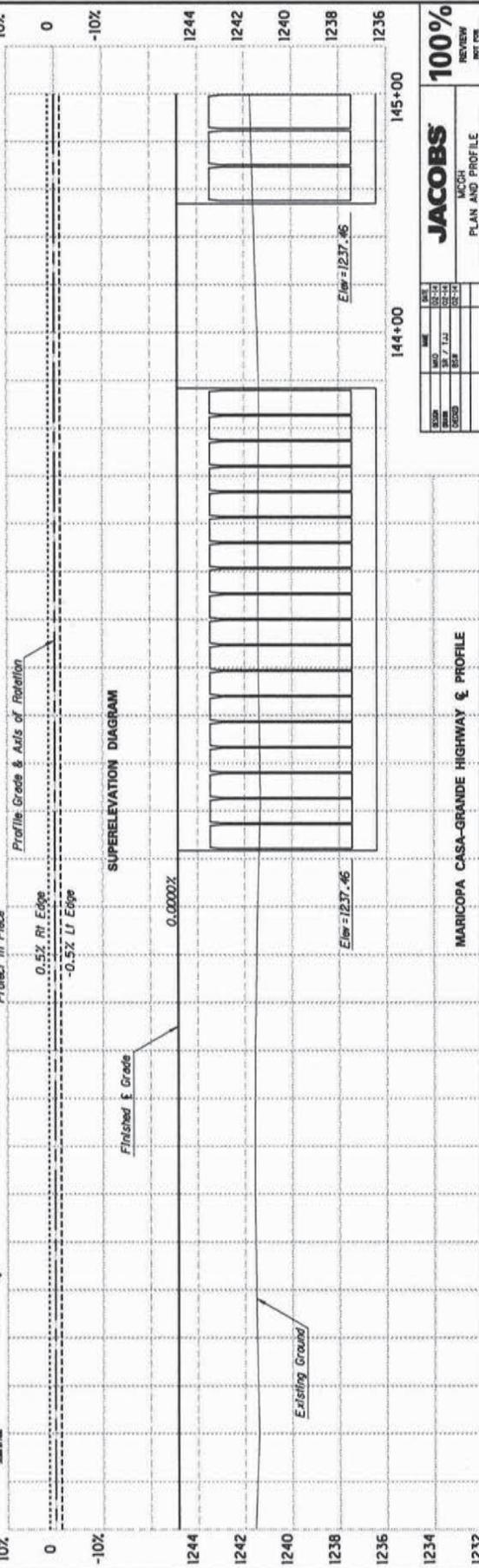
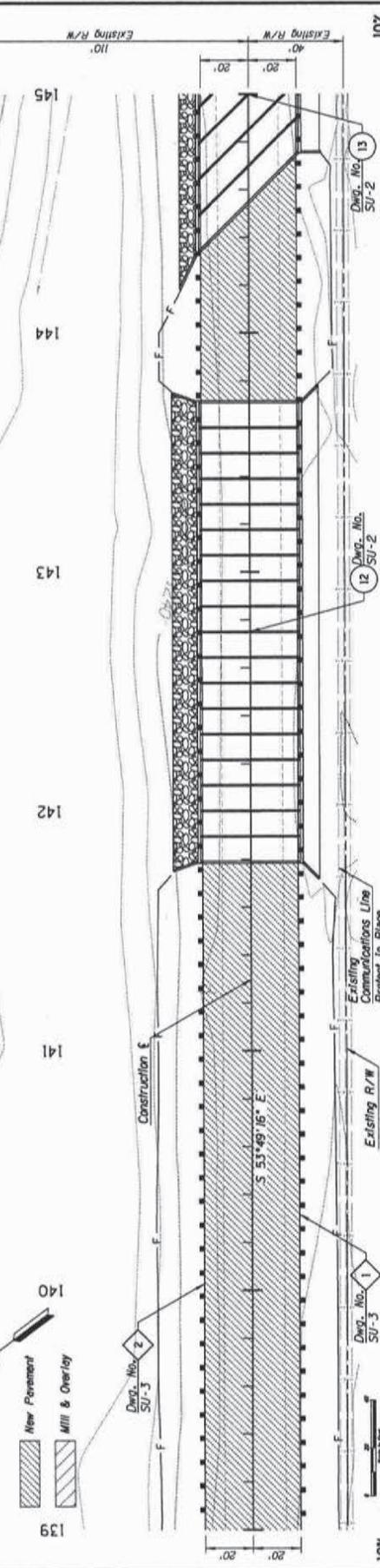


JACOBS
 100%
 PLAN AND PROFILE
 STA 129+00 TO STA 133+00
 MC-CC HIGHWAY CROSSING IMPROVEMENTS

DATE	BY	NO.	DESCRIPTION
02-14	SR	7142	100% PLAN
02-14	SR	7142	100% PROFILE
02-14	SR	7142	100% SUPERELEVATION



DATE	BY	CHKD	IN CHARGE	TOTAL SHEETS	NO. SHEETS
9	AZ	60671157	48	66	



10% 0 -10%

1244 1242 1240 1238 1236

144+00 145+00

10% 0 -10%

1234 1232

140+00 141+00 142+00 143+00 144+00 145+00

MARICOPA CASA-GRANDE HIGHWAY & PROFILE

JACOBS

MCDR
PLAN AND PROFILE
STA 139+00 TO STA 145+00

100%

DATE: 05-14
BY: 7/12
CHKD: 05-14

PROJECT NO. 60671157
SHEET NO. 48 OF 66

LOCATION: MC-CC HIGHWAY CROSSING IMPROVEMENTS
SHEET NO. PP-4

DATE	BY	REVISION
9	A.Z.	60671157
50	66	55

PROJECT NO. 60671157
 SHEETS 50, 55, 66
 TOTAL SHEETS 66

Mill & Overlay

New Pavement

Existing R/W

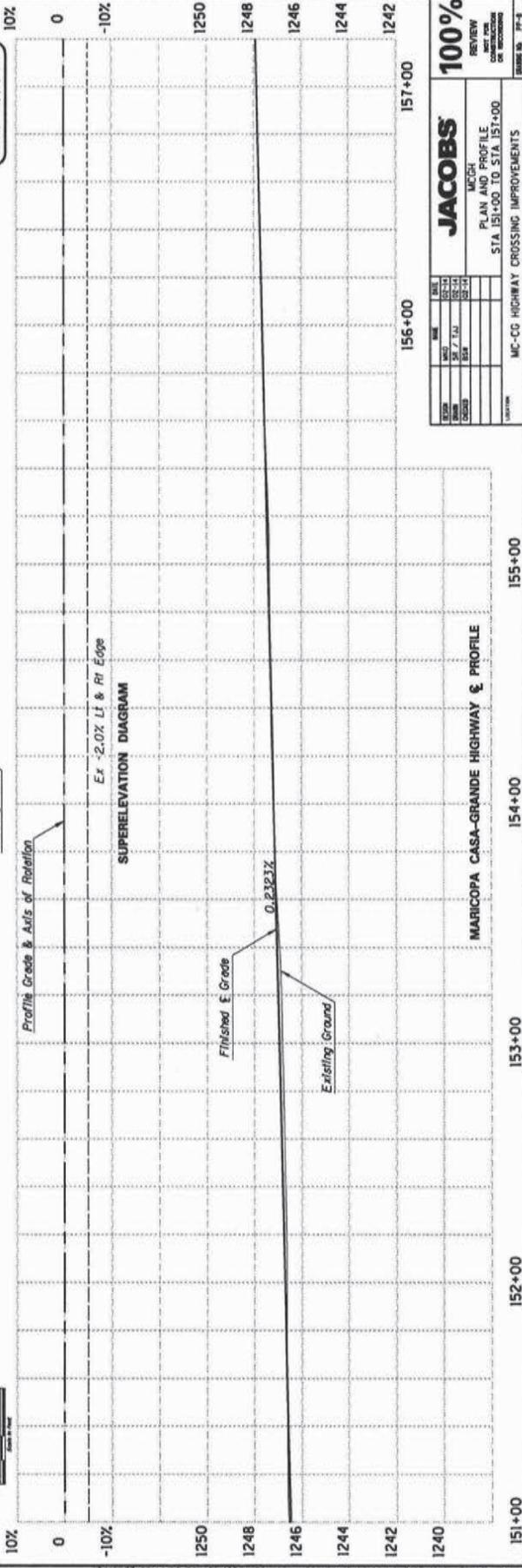
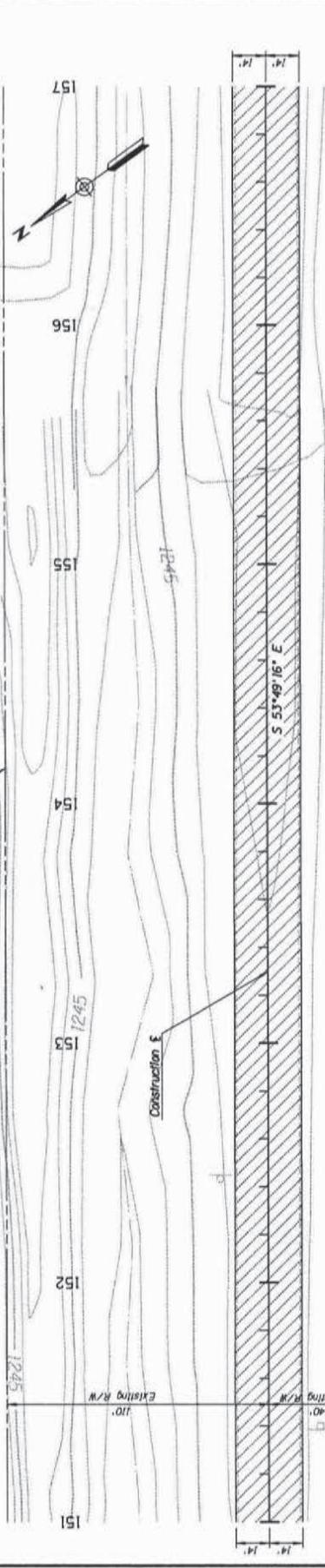
Construction E

Existing R/W

Existing R/W

Existing R/W

151, 152, 153, 154, 155, 156, 157



DATE	BY	REVISION
10-14	10-14	10-14
10-14	10-14	10-14
10-14	10-14	10-14

PROJECT NO. 60671157
 SHEETS 50, 55, 66
 TOTAL SHEETS 66

Mill & Overlay

New Pavement

Existing R/W

Existing R/W

Existing R/W

151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00

JACOBS
 100%
 PLAN AND PROFILE
 STA 151+00 TO STA 157+00
 MARICOPA CASA-GRANDE HIGHWAY CROSSING IMPROVEMENTS
 PROJECT NO. 60671157

MARICOPA CASA-GRANDE HIGHWAY CROSSING IMPROVEMENTS

151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00

151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00

151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00

151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00

151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00

151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00

DATE	BY	CHKD	APP'D
06/11/15	53	66	

PROJECT NO. 60671157
SHEET NO. 53 OF 66

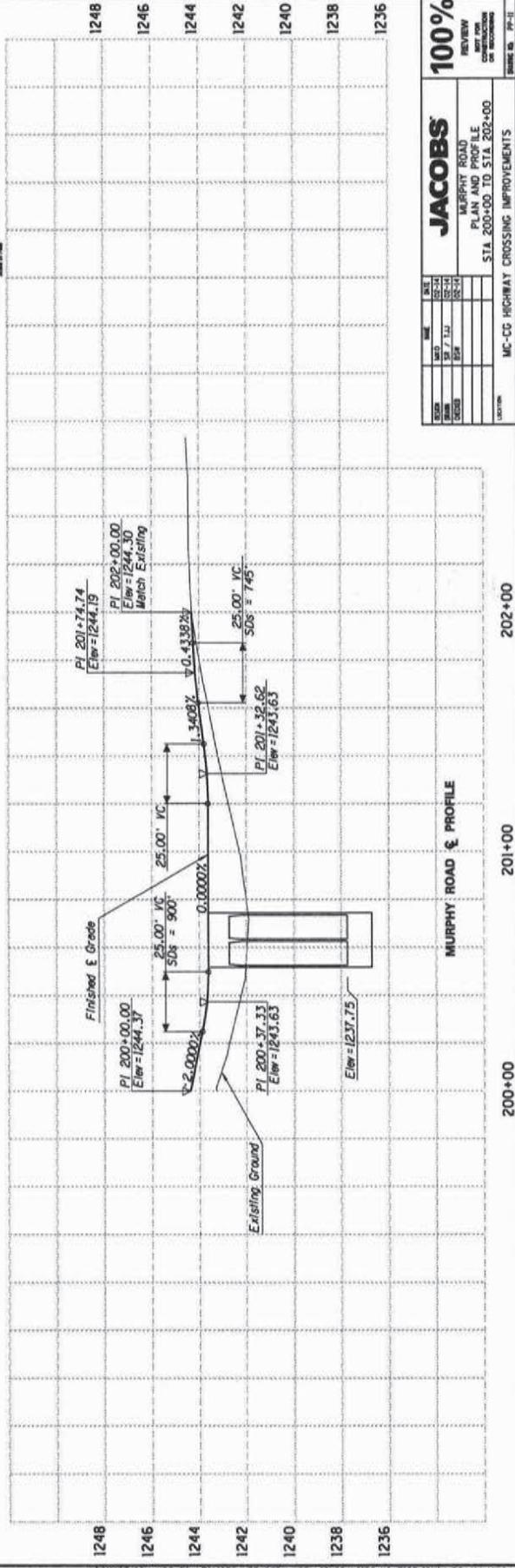
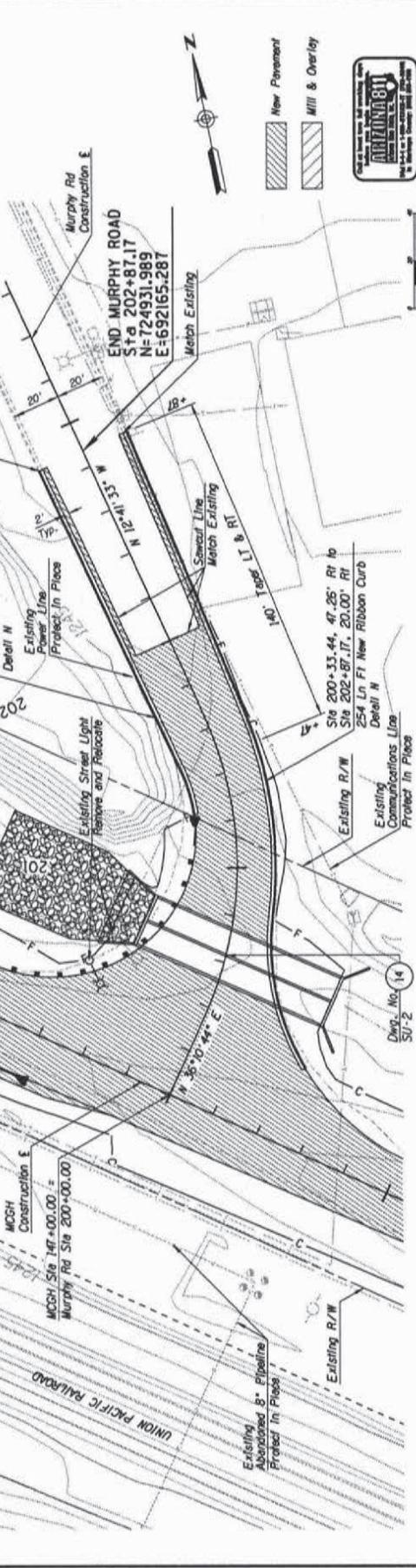
CONTRACT NO. 201-000000
MURPHY RD STA 200+00 TO STA 202+00

DATE 06/11/15
BY 53
CHKD 66

PROJECT NO. 60671157
SHEET NO. 53 OF 66

CONTRACT NO. 201-000000
MURPHY RD STA 200+00 TO STA 202+00

DATE 06/11/15
BY 53
CHKD 66



JACOBS
100%
REVIEW
DATE FOR REVIEW: 06/11/15
DATE FOR RECORDING: 06/11/15

PROJECT: MC-CC HIGHWAY CROSSING IMPROVEMENTS
SHEET NO. 53 OF 66

MURPHY ROAD & PROFILE
200+00 201+00 202+00

DATE	BY	NO.	REVISION
9	AZ	60671157	54
96			55
96			56

PROJECT NO. 60671157
SHEET NO. 54

DATE 08/11/04
BY JAC

SCALE 1" = 40'

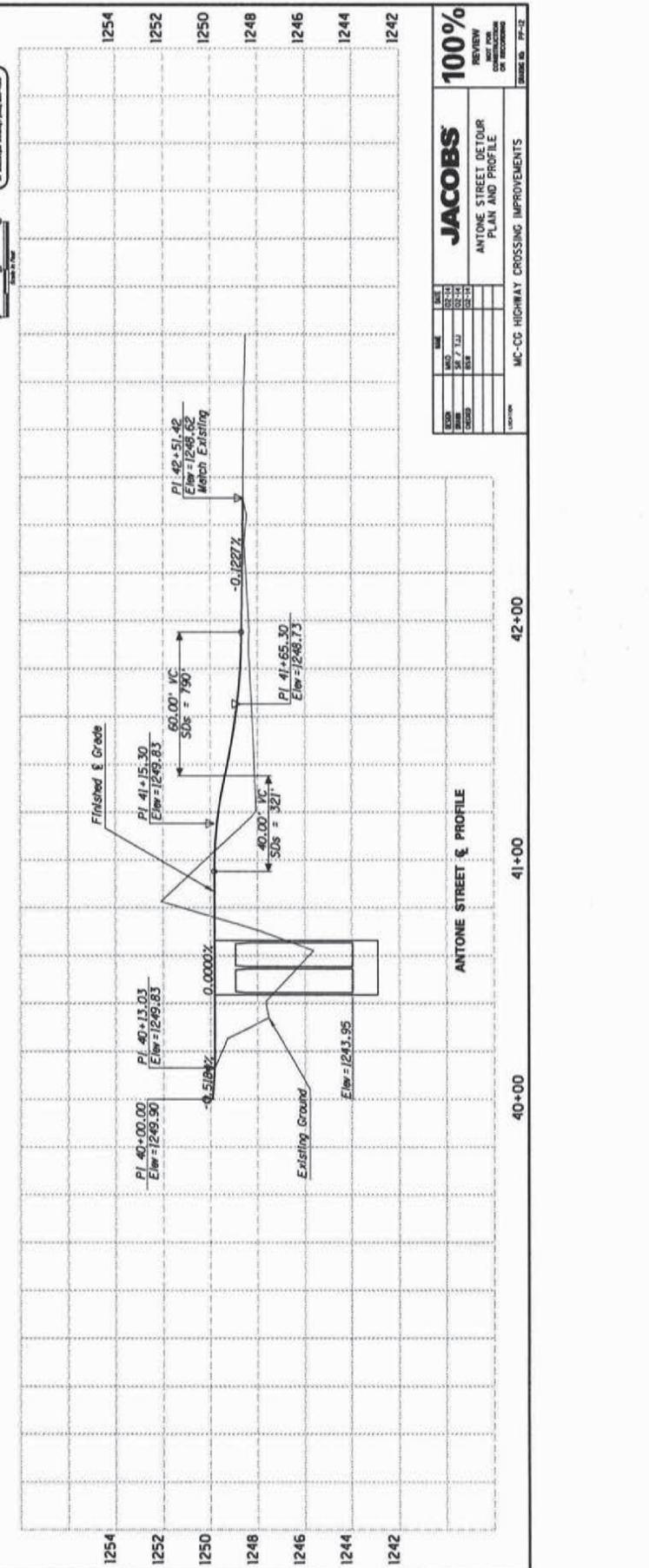
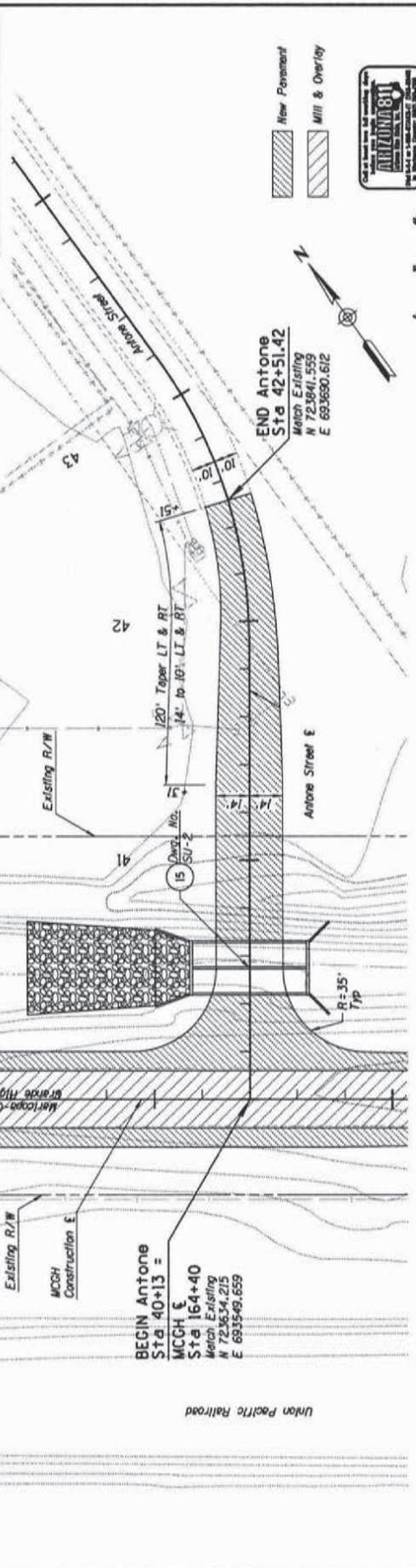
PROJECT TITLE
ANTONE STREET DETOUR
PLAN AND PROFILE

100%
REVIEW FOR
CONSTRUCTION

DATE 08/11/04
BY JAC

PROJECT TITLE
ANTONE STREET DETOUR
PLAN AND PROFILE

100%
REVIEW FOR
CONSTRUCTION



DATE	BY	NO.	REVISION
08/11/04	JAC	54	
08/11/04		55	
08/11/04		56	

PROJECT TITLE
ANTONE STREET DETOUR
PLAN AND PROFILE

100%
REVIEW FOR
CONSTRUCTION

DATE 08/11/04
BY JAC

PROJECT TITLE
ANTONE STREET DETOUR
PLAN AND PROFILE

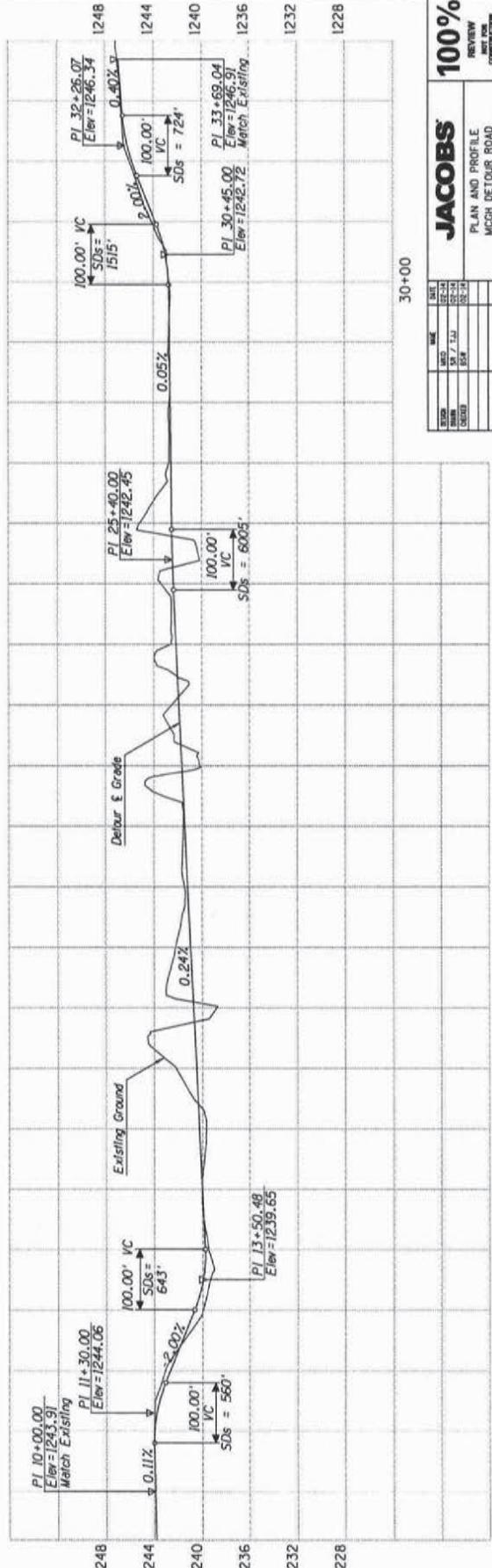
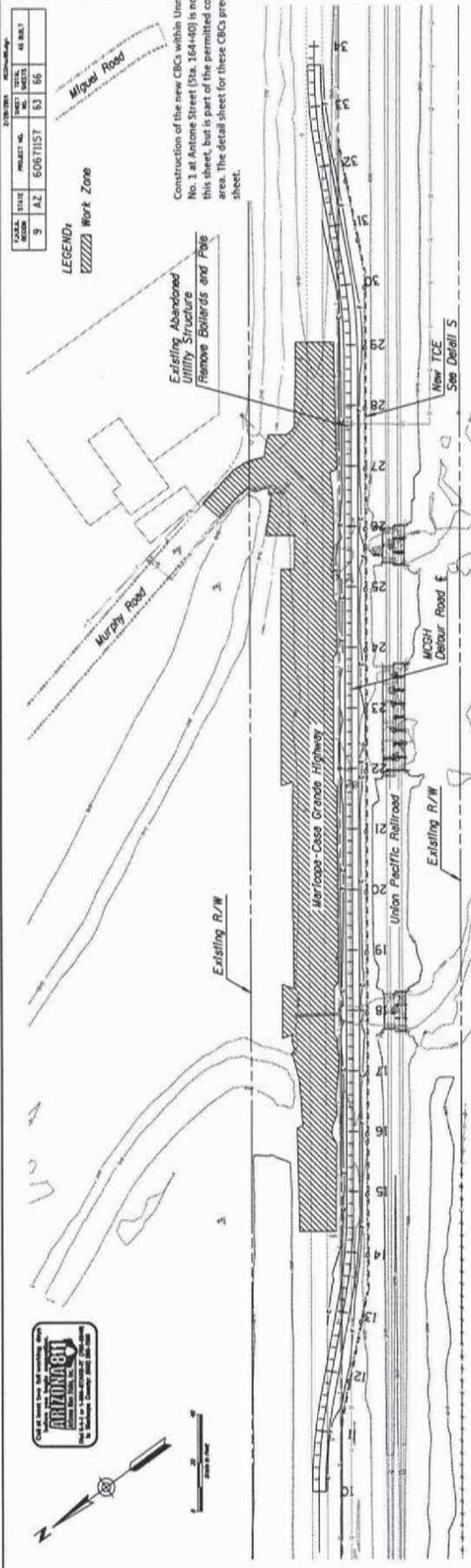
100%
REVIEW FOR
CONSTRUCTION

MC-CC HIGHWAY CROSSING IMPROVEMENTS
SHEET NO. 54 OF 56

DATE	BY	CHKD	APP'D
9	A.Z.	60671157	63
9	A.Z.	60671157	63

LEGEND:
 Work Zone

Construction of the new CBCs within Unnamed Wash No. 1 at Antone Street (Sta. 164+00) is not shown on this sheet, but is part of the permitted construction area. The detail sheet for these CBCs precedes this sheet.

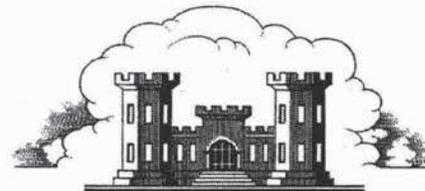


JACOBS
 100%
 PLAN AND PROFILE
 MCHH DETOUR ROAD
 LOCATION: MC-CG HIGHWAY CROSSING IMPROVEMENTS
 DRAWING NO. 15-3

DATE	BY	CHKD	APP'D
05/14/14	SK 7	SK 7	SK 7
05/14/14	SK 7	SK 7	SK 7



NATIONWIDE PERMIT NUMBER 14



LINEAR TRANSPORTATION PROJECTS

**US Army Corps of Engineers
Los Angeles District
Regulatory Division/Arizona Branch**

A. General Information

This document is an aid to understanding the terms and conditions of your nationwide permit (NWP) by bringing together information issued separately in; (1) the Federal Register (77 FR 10184-10290)*, (2) the Special Public Notice for NWP "Reissuance of the Nationwide Permits and Issuance of Final Regional Conditions for the Los Angeles District"*, and (3) the Clean Water Act Section 401 water quality certification decisions (401 WQCs)* issued by the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, U.S. Environmental Protection Agency, and Arizona Department of Environmental Quality. Please note that website addresses enclosed herein may have been changed and updated since publication of the original document.

- 1) Pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401 et seq) the U.S. Army Corps of Engineers (Corps) published the "Reissuance of Nationwide Permits" in the Federal Register (77 FR 10184-10290) on February 21, 2012. These NWPs are in effect from March 19, 2012 through March 18, 2017 unless modified, reissued, or revoked before that time. It is incumbent upon the permittee to remain informed of changes to the NWPs.
- 2) The Los Angeles District of the Corps issued a Special Public Notice (March 15, 2012) announcing final regional conditions for NWPs to ensure protection of high value waters within the State of Arizona.
- 3) The Los Angeles District of the Corps requested and obtained for the entire State of Arizona the 401 WQC decision for all NWPs on all tribal lands from the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, and U.S. Environmental Protection Agency and on all non-tribal lands from the Arizona Department of Environmental Quality.

A description of all NWPs and 401 WQCs can be found in the "Nationwide Permits for Arizona" Special Public Notice.*

***Note:** For online availability see section "F. Document Availability" of this enclosure.

Key Sections: B. Nationwide Permit Terms (page 1) C. Nationwide Permit General Conditions (page 1)
 D. Nationwide Permit Regional Conditions (page 6) E. 401 Water Quality Certifications (page 7)

B. Nationwide Permit Terms

14. Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or

more NWP's, or who is currently relying on an existing or prior permit authorization under one or more NWP's, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP's 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects from Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of

the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWP. (e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

(Note: Arizona endangered species information is available at <http://www.fws.gov/southwest/es/arizona/Threatened.htm#CountyList>)

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized; until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed. (d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding

national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332. (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment. (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered. (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment. (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs. (f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of

concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWP does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either: (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWP's 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2). (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information: (1) Name, address and telephone numbers of the prospective permittee; (2) Location of the proposed project; (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans); (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate; (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why

compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan. (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP and the need for mitigation to reduce the project's adverse environmental effects to a minimal level. (2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5. (3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. Nationwide Permit Regional Conditions

Of the ten regional conditions effective within the Los Angeles District of the Corps, six apply to projects within Arizona (1-4, 9 and 10). The remaining four regional conditions apply to specific geographic areas, resources, or species not located in Arizona.

The following regional conditions must be complied with for any authorization by a NWP to be valid in the State of Arizona:

Regional Condition 1: For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.

Regional Condition 2: Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-52 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).

Regional Condition 3: When a pre-construction notification (PCN) is required, the appropriate U.S. Army Corps of Engineers (Corps) District shall be notified in accordance with General Condition 31 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: <http://www.spl.usace.army.mil/Missions/Regulatory.aspx>. In addition, the PCN shall include: A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States; drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for projects located within the boundaries of the Los Angeles District shall comply with the most current version of the Map and Drawing Standards for the Los Angeles District Regulatory Division (available on the Los Angeles District Regulatory Division website at: <http://www.spl.usace.army.mil/Missions/Regulatory.aspx>); and numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.

Regional Condition 4: Submission of a PCN pursuant to General Condition 31 and Regional Condition 3 shall be required for all regulated activities in the following locations: a) All perennial waterbodies and special aquatic sites within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California, excluding the Colorado River in Arizona from Davis Dam to River Mile 261 (northern boundary of the Fort Mojave Indian Tribe Reservation). The desert region in California is limited to four USGS HUC accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002). b) All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: <http://www.swr.noaa.gov/efh.htm>. c) All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south. d) The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.

Regional Condition 9: Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWP 29, 39, 40 and 42, 43, 44, 51 and 52 or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following: a) A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information. b) An analysis of the proposed impacts to the waterbody in accordance with General Condition 31 and Regional Condition 3; c) Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and d) A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.

Regional Condition 10: The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

E. 401 Water Quality Certification (401 WQC)

A 401 WQC is mandatory for any activity that requires a Clean Water Act Section 404 permit. A 401 WQC is required prior to discharging any dredged or fill material into a water of the United States. Only one of the following 401 WQCs listed below will apply to your project. The geographical location of your project will determine which 401 WQC is applicable. The 401 WQCs issued for this NWP will remain in effect through March 18, 2017.

On all "Non-Tribal Lands", lands that are not part of federally recognized Indian Reservation, the Arizona Department of Environmental Quality (ADEQ) is the agency responsible for issuing the 401 WQC.

On all "Tribal Lands", lands that are part of a federally recognized Indian Reservation, the U.S. Environmental Protection Agency (EPA) is responsible for issuing the 401 WQC except where EPA has delegated the 401 WQC authority to the White Mountain Apache Tribe (Fort Apache Indian Reservation), Hopi Tribe (Hopi Indian Reservation), Hualapai Tribe (Hualapai Indian Reservation), or Navajo Nation (Navajo Indian Reservation).

If "Individual Certification" is required you must apply for, receive, and comply with the 401 WQC issued by ADEQ, EPA, or the appropriate Tribe.

Non-tribal Lands - 401 WQCs

The 401 WQCs issued by ADEQ are summarized in Table 1. For projects that can be conditionally certified the project must comply with all of the applicable ADEQ 401 General Conditions that follow Table 1.

Tribal Lands - 401 WQCs

Fort Apache Indian Reservation (White Mountain Apache Tribe):	Individual Certification required for all projects.*
Hopi Indian Reservation (Hopi Tribe):	Individual Certification required for all projects.*
Hualapai Indian Reservation (Hualapai Tribe):	Individual Certification required for all projects.*
Navajo Indian Reservation (Navajo Nation):	Individual Certification required for all projects.*
All other Indian Reservations (EPA):	401 WQCs issued by EPA are summarized in Table 2. EPA's General and Permit-Specific Conditions follow Table 2.*

*Note: For online availability see section "F. Document Availability" of this enclosure.

401 WQC Contact Information

Elizabeth Goldmann
Region IX
U.S. Environmental Protection Agency
75 Hawthorne Street (WTR-8)
San Francisco, California 94105
Telephone: 415- 972-3398
Fax: 415-747-3537
E-mail: Goldman.Elizabeth@epa.gov

Lionel Puhuyesva
Hopi Water Resources Program
Hopi Tribe
P.O. Box 123
Kykotsmovi, Arizona 86309
Telephone: 928-734-3711
Fax: 928-734-3609
E-mail: lpuhuyesva@hopi.nsn.us

Tara Chief
Water Quality Officer
White Mountain Apache Tribe
P.O. Box 2109
Whiteriver, Arizona 85941
Telephone: 928-338-2472
Fax: 928-338-3933
E-mail: tarachief@wmat.us

Lee Anna Silversmith
Water Quality Program
Navajo Nation Environmental Protection Agency
P.O. Box 339
Window Rock, Arizona, 86515
Telephone: 928-871-7700
Fax: 928-871-7996
E-mail: leeanna.martinez09@yahoo.com

Alex Cabillo
Water Resource Program Manager
Hualapai Dept. of Natural Resources
P.O. Box 300
Peach Springs, Arizona 86434
Telephone: 928-769-2254
Fax: 928-769-2309
E-mail: acabillo@hotmail.com

Robert Scalamera
Surface Water Section, 401 Certifications
Arizona Department of Environmental Quality
110 West Washington Street (Mailstop 5415A-1)
Phoenix, Arizona 85007
Telephone: 602-771-4502
Fax: Not available
E-mail: rs3@azdeq.gov

F. Document Availability

Reissuance of Nationwide Permits, 77 FR 10184-10290
Special Public Notice for Regional Conditions
EPA 401 WQC for NWP's
White Mountain Apache Tribe 401 WQC for NWP's
Hopi Tribe 401 WQC for NWP's
Havasupai Tribe 401 WQC for NWP's
Navajo Nation 401 WQC for NWP's
ADEQ 401 WQC for NWP's

<http://www.gpo.gov/fdsys/pkg/FR-2012-02-21/pdf/2012-3687.pdf>
Contact Corps project manager for copy of document.
Contact Corps project manager for copy of document.

Table 1 - ADEQ 401 WQCs for all Non-Tribal Lands

NWP	303(d) impaired waters ¹ & Tributaries to 303(d)-impaired waters ²	OAW ³ & Tributaries to OAW	Lakes ⁴	Other Waters ⁵	Comments
1 - Aids to Navigation	-	-	-	-	N/A
2 - Structures in Artificial Canals	-	-	-	-	N/A
3 - Maintenance	I	I	I	C	
4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	I	I	I	C	
5 - Scientific Measurement Devices	I	I	I	C	
6 - Survey Activities	I	I	I	C	
7 - Outfall Structures and Associated Intake Structures	I	I	I	C	
8 - Oil and Gas Structures on the Outer Continental Shelf	-	-	-	-	N/A
9 - Structures in Fleeting and Anchorage Areas	-	-	-	-	N/A
10 - Mooring Buoys	-	-	-	-	N/A
11 - Temporary Recreational Structures	-	-	-	-	N/A
12 - Utility Line Activities	I	I	I	C	
13 - Bank Stabilization	I	I	I	C	
14 - Linear Transportation Projects	I	I	I	C	
15 - U.S. Coast Guard Approved Bridges	I	I	I	C	
16 - Return Water From Upland Contained Disposal Areas	I	I	I	C	
17 - Hydropower Projects	I	I	I	C	
18 - Minor Discharges	I	I	I	C	
19 - Minor Dredging	I	I	I	C	
20 - Response Operations for Oil and Hazardous Substances	I	I	I	T	If work begins within 14 days of event.
21 - Surface Coal Mining Activities	I	I	I	I	
22 - Removal of Vessels	I	I	I	C	
23 - Approved Categorical Exclusion	I	I	I	C	
24 - Indian Tribe or State Administered Section 404 Programs	-	-	-	-	N/A
25 - Structural Discharges	I	I	I	C	
26 - [Reserved]	-	-	-	-	
27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities	I	I	I	I	
28 - Modifications of Existing Marinas	-	-	-	-	N/A
29 - Residential Developments	I	I	I	C	
30 - Moist Soil Management for Wildlife	I	I	I	C	
31 - Maintenance of Existing Flood Control Facilities	I	I	I	C	
32 - Completed Enforcement Actions	I	I	I	C	
33 - Temporary Construction, Access, and Dewatering	I	I	I	C	
34 - Cranberry Production Activities	I	I	I	I	
35 - Maintenance Dredging of Existing Basins	I	I	I	C	
36 - Boat Ramps	I	I	I	C	
37 - Emergency Watershed Protection and Rehabilitation	I	I	I	T	If work begins within 30 days of event.
38 - Cleanup of Hazardous and Toxic Waste	I	I	I	T	If work begins within 2 days of discovery.
39 - Commercial and Institutional Developments	I	I	I	C	
40 - Agricultural Activities	I	I	I	C	
41 - Reshaping Existing Drainage Ditches	I	I	I	C	
42 - Recreational Facilities	I	I	I	C	
43 - Stormwater Management Facilities	I	I	I	C	
44 - Mining Activities	I	I	I	I	
45 - Repair of Uplands Damaged by Discrete Events	I	I	I	T	If work begins within 14 days of event.
46 - Discharges in Ditches	I	I	I	C	
47 - [Reserved]	-	-	-	-	Reserved
48 - Commercial Shellfish Aquaculture Activities	I	I	I	C	
49 - Coal Remining Activities	I	I	I	I	
50 - Underground Coal Mining Activities	I	I	I	I	
51 - Land-Based Renewable Energy Generation Facilities	I	I	I	C	
52 - Water-Based Renewable Energy Generation Pilot Projects	I	I	I	C	

C = Conditionally certified in Other waters, all applicable CWA 401 General Conditions listed on following pages apply.

T = Conditionally certified only if work begins within designated time of event, otherwise individual 401 certification required.

I = Individual certification required. N/A = Not Available/Not Applicable.

¹ 303(d)-listed Impaired Waters list available at <http://www.azdeq.gov/index.html>. For projects on an impaired surface water, if the project is within 1600 meters (or 1 mile) upstream and/or 800 meters (½ mile) downstream of an impaired surface water.

² Tributaries to 303(d)-impaired waters. For projects on a tributary to an impaired surface water, or if the tributary mouth is to an impaired surface water and the project is within 1600 meters (or 1 mile) of its mouth.

³ Outstanding Arizona Waters (OAW) are the surface waters of exceptional quality listed at <http://www.azdeq.gov/index.html>. For projects on a designated Outstanding Arizona Water OAW, if the project is within 1600 meters (or 1 mile) upstream and/or 800 meters (½ mile) downstream of a designated OAW. Also, Tributaries to Outstanding Arizona Waters: For projects on a tributary to a designated Outstanding Arizona Water, or if the tributary mouth is to an impaired surface water and the project is within 1600 meters (or 1 mile) of its mouth.

⁴ Lakes are lakes and reservoirs listed at <http://www.azdeq.gov/index.html>

⁵ Other Waters are all WUS that are not otherwise designated as a 303(d) Impaired, OAW, or a lake.

ADEQ 401 General Conditions applicable to Other Waters of the United States (WUS) on all Non-Tribal Lands

- 1) Any discharge occurring as a result of activities certified for the subject project shall not cause an exceedence of any Water Quality Standard (WQS). Applicability of this condition is as defined in A.A.C. R18-11-102.
- 2) This certification does not authorize the discharge of wastewater, process residues or other waste to any WUS.
- 3) Work shall be conducted and monitored to ensure that pollution from the activities certified herein does not cause an exceedence of Arizona WQS in any WUS.
- 4) Activities herein certified shall be performed during periods of low flow (baseflow or less) in any WUS, or no flow in the case of ephemeral and intermittent WUS. No work shall be done, nor shall any equipment or vehicles enter any WUS while flow is present, unless all applicable conditions in this certification are met.
- 5) The effectiveness of all pollution control measures, including erosion and sedimentation, shall be reevaluated after each flow event and repaired/modified as needed.
- 6) Applicant must minimize clearing, grubbing, scraping or otherwise limit exposure of erodible surface to the minimum necessary for each construction phase or location.
- 7) If activities certified herein are likely to cause or contribute to an exceedence of WQS, or create an impediment to the passage of fish or other aquatic life - operations shall cease until the problem is resolved or until control measures have been undertaken.
- 8) Erosion control, sediment control and/or bank protection measures shall be installed before construction and pre-operation activities, and shall be maintained during construction and post-construction periods to minimize channel or bank erosion, soil loss and sedimentation. Control measures shall not be constructed of uncemented or unconfined imported soil, or other materials easily transported by flow.
- 9) For portions of the project utilizing potable water or groundwater for irrigation or dust control, direct runoff of such water shall be limited to the extent practicable and shall not cause downstream erosion or flooding.
- 10) The applicant is responsible for ensuring construction material and/or fill (other than native fill or that necessary to support revegetation) placed in any WUS, shall not include materials that can cause or contribute to pollution of the WUS. Examples of prohibited fill include pollutant-contaminated soil and materials defined as pollutants or hazardous in Arizona Revised Statutes (A.R.S.) § 49-201. Fill used to support vegetation rooting or growth shall be protected from erosion.
- 11) Any washing of fill material must occur outside of any WUS prior to placement and the rinsewater from such washing shall be settled, filtered or otherwise treated to prevent migration of pollutants (including sediment) or from causing erosion to any WUS. Other than replacement of native fill or material used to support vegetation rooting or growth, fill placed in locations subject to scour must resist washout whether such resistance is derived via particle size limits, presence of a binder, vegetation, or other armoring.
- 12) Any dredged material or waste material is to be placed and retained in areas outside any WUS. Runoff from this material/area is to be settled, filtered or otherwise treated to prevent migration of pollutants (including sediment) to any WUS.
- 13) Acceptable construction materials that will or may contact water in any WUS are: untreated logs and lumber, crushed stone, crushed clean concrete (recycled concrete), native fill, precast, sprayed or cast-in-place concrete (including soil cement and unmodified grouts), steel (including galvanized), plastic and aluminum. Use of other materials may be allowed, but require application for an individual 401 certification.
- 14) Upon completion of construction the applicant shall ensure no adverse change, due to the subject project, has occurred in the stability with respect to stream hydraulics, erosion and sedimentation, of any WUS including upstream and downstream from the project. If such change has occurred, the applicant shall take steps to restore the pre-project stability of any impacted segments.
- 15) Except where the activities certified herein are intended to permanently alter any WUS, all disturbed areas shall be restored and (re)vegetated as soon as physically practicable. Vegetation shall be maintained on unarmored banks and slopes to stabilize soil and prevent erosion.
- 16) If retention/detention basins are included in the project, applicant will complete the grading necessary to direct runoff towards retention/detention basins no later than immediately following initial land clearing or rough grading. Retention/detention basins shall be sized to accept storm runoff and capture sediment prior to it entering or moving downstream in any WUS. Detention basins will provide detention by controlling outflow and shall cause no significant change to the hydraulic conditions of the upstream or downstream WUS outside of the project boundaries. The basins shall be maintained; e.g., have sediment removed, as required to maintain their function.
- 17) Unless specifically permitted to do so when flow is present in any WUS within the project area, the applicant and any contractor will not alter the flow by any means except to prevent erosion or pollution of any WUS.
- 18) Silt laden or turbid water resulting from activities certified herein shall be settled, filtered or otherwise treated to ensure no violation of Arizona WQS in any WUS.
- 19) When flow in any WUS in the work area is sufficient to erode, carry or deposit material, activities certified herein shall cease until: The flow decreases below the point where sediment movement ceases, or control measures have been undertaken; e.g., equipment and materials easily transported by flow are protected with non-erodible barriers or moved outside the flow area.
- 20) The applicant will erect any barriers, covers, shields and other protective devices as necessary to prevent any construction materials, equipment or contaminants/pollutants from falling, being thrown or otherwise entering any WUS.
- 21) The applicant must designate area(s) for equipment staging and storage located entirely outside of any WUS. In addition, the applicant must designate areas, located entirely outside of any WUS, for fuel, oil and other petroleum product storage and for solid waste containment. All precautions shall be taken to avoid the release of wastes, fuel or other pollutants to any WUS. Any equipment maintenance, washing or fueling that cannot be done offsite will be performed in the designated area with the following exception: equipment too large or unwieldy to be readily moved; e.g., large cranes, may be fueled and serviced in the WUS (but outside of standing or flowing water) as long as material specifically manufactured and sold as spill containment is in place during fueling/servicing. All equipment shall be inspected for leaks, all leaks shall be repaired and all repaired equipment will be cleaned to remove any fuel or other fluid residue prior to use within (including crossing) any WUS. The applicant shall have a spill containment plan onsite to ensure that pollutants are prevented from entering any WUS. Any pollutant generated by activities certified herein shall be properly disposed of in accordance with applicable regulations. A spill response kit will be maintained in this (these) area(s) to mitigate any spills. The kit will include material specifically manufactured and sold as spill adsorbent/absorbent and spill containment. The applicant will ensure that whenever there is activity on the site, that there are personnel on site trained in the proper response to spills and the use of spill response equipment.
- 22) Permanent and temporary pipes and culverted crossings shall be adequately sized to handle expected flow and properly set with end section, splash pads, or headwalls that dissipate water energy to control erosion.

- 23) All temporary structures, within any WUS, constructed of imported materials and all permanent structures within any WUS, including but not limited to, access roadways; culverted and unculverted crossings; staging areas; material stockpiles; berms, dikes and pads, shall be constructed so as to accommodate overtopping and must resist washout of the feature by streamflow.
- 24) Any temporary crossing, other than fords on native material, shall be constructed in such a manner so as to provide armoring of the stream channel. Materials used to provide this armoring shall not include anything easily transportable by flow. Examples of acceptable materials include steel plates, wooden planks, pre-cast concrete planks or blocks; examples of unacceptable materials include clay, silt, sand and gravel finer than cobble (roughly fist-sized). The armoring must, via mass, anchoring systems or a combination of the two, resist washout. Any ford shall be designed, and maintained as necessary, to carry the proposed traffic without causing erosion or sedimentation of the stream channel while dry or during a flow event equal to or less than the crossing's design event; i.e., the flow event which closes the ford to traffic. No unarmored ford shall be subject to heavy-truck or equipment traffic after a flow event until the stream bed is dry enough to support the traffic without disturbing streambed material to a greater extent than in dry conditions. Light vehicles (less than 14,000 pounds gross weight) are not restricted by this condition. Applicant will take measures necessary to prevent approaches to any WUS crossing from causing erosion or contributing sediment to any WUS.
- 25) Temporary structures constructed of imported materials are to be removed no later than upon completion of the permitted activity.
- 26) Temporary structures constructed of native materials, if they provide an obstacle to flow or can contribute to or cause sedimentation or erosion, are to be removed no later than upon completion of the permitted activity.
- 27) Upon completion of the activities certified herein (except as noted in condition 28 -concrete curing), areas within any WUS shall be promptly cleared of all forms, piling, construction residues, equipment, debris or other obstructions.
- 28) If fully, partially or occasionally submerged structures are constructed of cast-in-place concrete instead of pre-cast concrete, applicant will take steps; e.g., sheet piling or temporary dams, to prevent contact between water (instream and runoff) and the concrete until it cures and until any curing agents have evaporated or otherwise cease to be available; i.e., are no longer a pollutant threat. Where practicable, construction work will be during extreme low water conditions or at a time and season with the highest probability of ensuring work is done in "the dry".
- 29) Any permanent WUS crossings other than fords, shall not be equipped with gutters, drains, scuppers or other conveyances that allow untreated runoff (due to events equal to or lesser in magnitude than the design event for the crossing structure) to directly enter a WUS if such runoff can be directed to a local stormwater drainage, containment and/or treatment system.
- 30) Applicant will clear debris as needed from culverts, ditches, dips and other drainage structures in any WUS to prevent clogging or conditions that may lead to washout.

Table 2 - EPA 401 WQC for Tribal Lands (All Indian Reservations except Fort Apache, Hopi, Hualapai and Navajo Indian Reservations)

NWP	Conditional Certification		Notification	Impact Limits	Notes
	General Conditions	Specific Conditions			
1 - Aids to Navigation	X		MPCN	None	
2 - Structures in Artificial Canals	X		MPCN	None	
3 - Maintenance	X	X	PCN or MPCN	Generally no increase in fill footprint	1,2
4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	X		MPCN	None	
5 - Scientific Measurement Devices	X		MPCN	25 cyds	
6 - Survey Activities	X		MPCN	25 cyds	
7 - Outfall Structures and Associated Intake Structures	X		PCN	None	
8 - Oil and Gas Structures on the Outer Continental Shelf	X		PCN	None	
9 - Structures in Fleeting and Anchorage Areas	X		MPCN	None	
10 - Mooring Buoys	X		MPCN	None	
11 - Temporary Recreational Structures	X		MPCN	None	
12 - Utility Line Activities	X	X	PCN or MPCN	**1/2 acre or 300'	3,4
13 - Bank Stabilization	X	X	PCN or MPCN	**1/2 acre or 300'	5
14 - Linear Transportation Projects	X	X	PCN or MPCN	**1/2 acre or 300' nontidal, 1/2 acre or 300' tidal	3
15 - U.S. Coast Guard Approved Bridges	X		MPCN	None	
16 - Return Water From Upland Contained Disposal Areas	X		MPCN	None	
17 - Hydropower Projects	X		PCN	None	
18 - Minor Discharges	X		PCN or MPCN	1/10 acre or 25 cyds	
19 - Minor Dredging	X		MPCN	25 cyds	
20 - Response Operations for Oil and Hazardous Substances	X		MPCN	None	
21 - Surface Coal Mining Activities	X	X	PCN	1/2 acre or 300'	6
22 - Removal of Vessels	X		PCN or MPCN	None	
23 - Approved Categorical Exclusion	X		PCN or MPCN	None	
24 - Indian Tribe or State Administered Section 404 Programs	X		MPCN	None	
25 - Structural Discharges	X		MPCN	None	
26 - [Reserved]					
27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities	X	X	PCN or MPCN	None	7
28 - Modifications of Existing Marinas	X		MPCN	None	
29 - Residential Developments	X	X	PCN or MPCN	**1/4 acres for single house, 1/2 acres or 300' for multi-unit	8, 9
30 - Moist Soil Management for Wildlife	X		MPCN	None	
31 - Maintenance of Existing Flood Control Facilities	X	X	PCN	None	10
32 - Completed Enforcement Actions	X		MPCN	5 acres non-tidal or 1 acre tidal	
33 - Temporary Construction, Access, and Dewatering	X		PCN	None	
34 - Cranberry Production Activities	X		PCN	10 acres	
35 - Maintenance Dredging of Existing Basins	X		MPCN	Lesser of previously authorized or controlling depths	
36 - Boat Ramps	X		PCN or MPCN	50 cyds, 20'-wide ramp	8
37 - Emergency Watershed Protection and Rehabilitation	X		PCN or MPCN	None	
38 - Cleanup of Hazardous and Toxic Waste	X		PCN	None	
39 - Commercial and Institutional Developments	X	X	PCN or MPCN	1/2 acre or 300' non-tidal	8
40 - Agricultural Activities	X	X	PCN or MPCN	1/2 acre or 300' non-tidal	8
41 - Reshaping Existing Drainage Ditches	X	X	PCN or MPCN	**1/2 acre or 300' non-tidal	8
42 - Recreational Facilities	X	X	PCN	1/2 acre or 300' non-tidal	
43 - Stormwater Management Facilities	Individual Certification Required		MPCN	Not Applicable	
44 - Mining Activities	X	X	PCN or MPCN	1/2 acre or 300' non-tidal	8
45 - Repair of Uplands Damaged by Discrete Events	X	X	PCN or MPCN	**1/2 acre or 300'	8
46 - Discharges in Ditches	X	X	PCN or MPCN	**1/2 acre or 300' non-tidal	8
47 - [Reserved]					
48 - Commercial Shellfish Aquaculture Activities	X	X	PCN or MPCN	**Impacts of submerged aquatic veg. prohibited	
49 - Coal Remining Activities	X	X	PCN or MPCN	**1/2 acre or 300' non-tidal	8
50 - Underground Coal Mining Activities	X	X	PCN or MPCN	1/2 acre or 300' non-tidal	8
51 - Land-Based Renewable Energy Generation Facilities	X	X	PCN or MPCN	1/2 acre or 300' non-tidal	8
52 - Water-Based Renewable Energy Generation Pilot Projects	X	X	PCN or MPCN	1/2 acre or 300'	

X=Conditional Certification requires compliance with General and Specific Conditions on following pages.

MPCN=Modified Pre-Construction (MPCN) must be submitted to EPA even though Corps notification is not required.

PCN=Pre-Construction Notification (PCN) submitted to Corps must also be submitted to EPA.

** Impacts limits are modified by EPA

- Notes:
- | | |
|---|---|
| 1. No undersized structures | 6. EPA approves mitigation plan first |
| 2. Bioengineering used whenever practicable | 7. Approval required from EPA |
| 3. Only once per single and complete project with independent utility | 8. Waiver approval required from EPA |
| 4. Waiver approval required from EPA for 300" | 9. No recreational impacts authorized |
| 5. Waiver approval required from EPA | 10. Approval for levee vegetation removal required from EPA |

EPA 401 WQC General and Specific Nationwide Permit Conditions for Tribal Lands
(All Indian Reservations except Fort Apache, Hopi, Hualapai and Navajo Indian Reservations)

General Conditions

Projects that are unable to comply with the general conditions of this programmatic certification are denied certification without prejudice and the applicant must apply to EPA for an individual certification. Applicants can apply for an individual certification by providing the same content required in a MPCN described in General Condition 01. *Notification*, of this programmatic certification, but EPA may request additional project information for individual certifications after receiving notification materials. When an individual certification is required, EPA will strive to issue, deny, or waive certification within sixty days of receipt of complete project information, but our review shall not exceed one year, the statutory limit beyond which certification is considered waived.¹

01. Notification - To improve the government's ability to demonstrate whether the NWP program has minimal adverse impacts to the aquatic environment, individually and cumulatively, all NWP-authorized projects proceeding on tribal lands within Region 9 shall submit a form of notification to EPA Region 9 as described below.² Notification is required in order to be eligible for any NWP under this certification.

Projects seeking authorization under this certification will fall under one of the following two notification categories:

Pre-Construction Notification (PCN):

The Corps already requires a PCN, subject to criteria in the Corps' General Condition 31, because the project proposes use of a NWP that requires a PCN automatically or for specific activities authorized by the NWP. Applicants must simply forward a second copy of the PCN already required by the Corps to EPA Region 9 for notification. If a PCN is already required by the Corps and a waiver of impact limits is proposed beyond what is approved under this certification, applicants must include written determinations specified in General Condition 02. *Waivers* for EPA approval.

Modified Pre-Construction Notification (MPCN):

a) The Corps does not require a PCN for any activities authorized under the NWP proposed for use, or for impacts below limits identified in the NWP for a PCN. Applicants must forward a MPCN to EPA Region 9 for notification, subject to the criteria below. If a waiver of impact limits is proposed beyond what is approved under this certification, applicants must include written determinations specified in General Condition 02. *Waivers* for EPA approval. 1) **Timing**. Applicants shall submit an MPCN to EPA Region 9 as early as possible, and in advance of any authorization letter from the Corps allowing the applicant to proceed under a given NWP. When an EPA approval is required by condition of this certification, EPA will act within sixty days of receiving a complete MPCN. 2) **Content**. MPCNs must be in writing (electronic mail submittal is acceptable) and include the following information: a) Name, address and telephone numbers of the applicant and any agents or representatives. If available, the electronic mail address and fax numbers for these persons; b) Location of the proposed project; c) A description of the proposed project and impacts including i) the project's purpose; ii) direct and indirect adverse environmental effects the project would cause, including the proposed acreages and linear feet (for streams) of waters impacted, avoided, and where applicable, created or otherwise mitigated; iii) any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to determine compliance with NWP and EPA 401 conditions and to determine whether compensatory mitigation may be necessary. Maps, drawings and/or photographs of the project area and aquatic resources are not mandatory, but usually help to clarify the project and allow for quicker review. At minimum, a narrative description of any special aquatic sites and other waters of the United States on the project site must be included; b) Consistent with General Condition 02. *Waivers*, a written demonstration that any proposed impact limit waiver that may be allowable under this certification will result in minimal impacts to aquatic resource functions; c) Consistent with General Condition 03. *Avoidance, Minimization, and Mitigation*, a written statement documenting measures taken to avoid and minimize temporary and permanent impacts to waters of the U.S.; d) Consistent with General Condition 04. *Prohibition on the Multiple Use of One NWP for a Single Project*, for proposed utility or transportation projects where the same NWP is proposed at multiple locations, a written determination will be provided describing independent utility of each impact location and how the project will not contribute to more than minimal direct, indirect and cumulative impacts to waters of the U.S., either at the impact site or to upstream, downstream, or adjacent aquatic resources. e) The name(s) of any species listed as endangered or threatened under the Endangered Species Act which may be adversely affected by the proposed work, either directly or by impacting designated critical habitat; f) Identification of any cultural or historic properties listed in, or eligible for listing in, the National Register of Historic Places that may be adversely affected by the proposed work. Written notification should be mailed to USEPA Region 9, WTR-8, 75 Hawthorne Street, San Francisco, CA 94105.

02. Waivers - For certain NWPs, Corps District Engineers may waive impact thresholds for intermittent and ephemeral drainages by making a written determination that the discharge will result in minimal adverse effects. To ensure that these waters, commonly found on tribal lands in the arid southwest, receive an adequate level of protection, and to prevent the NWP Program from having more than minimal adverse impacts to the aquatic environment, all proposed impact limit waivers are denied under this certification unless EPA approves a written determination that the waiver will not exceed minimal impacts to aquatic resource functions. For some NWPs where the Corps does not include an impact limit, EPA has added an impact limit as a permit-specific condition. Some of these NWPs also include a condition that a waiver may be provided when EPA approves a written determination that the waiver will not exceed minimal impacts to aquatic resource functions. Impacts to special aquatic sites are not permitted under this certification unless EPA approves a written determination that impacts to aquatic resource functions will be minimal. "Special aquatic sites" include sanctuaries and refuges, wetlands, mud flats, vegetated shallows, coral reefs and riffle pool complexes. When EPA approval is required for a waiver, EPA will act within sixty days of receiving a complete PCN or MPCN.

03. Avoidance, Minimization, and Mitigation - To protect water quality and beneficial uses of U.S. waters on tribal lands, all projects using NWPs must avoid discharges to the maximum extent practicable, and utilize the best available and practicable means of minimizing the adverse impact of discharges that cannot be avoided. A written statement documenting measures taken to avoid and minimize temporary and permanent impacts to waters of the U.S. will be provided to EPA and the Corps with each PCN or MPCN. To the extent practicable, temporary impact sites will be returned to pre-construction contours and substrate. Where applicable, banks shall be reseeded or replanted with native vegetation. EPA shall make a written determination, within sixty days of receipt of a complete PCN or MPCN, whether compensatory mitigation measures are required to ensure the activity will have only minimal adverse effects, but no such determination is required for a project to begin work if otherwise in compliance with the NWP, this programmatic certification, and any applicable tribal or local authorities' requirements. Nevertheless, should compensatory mitigation be determined necessary by EPA, the mitigation becomes a condition of water quality certification and thus a condition of the Corps' permit. Failure to address an EPA mitigation requirement would therefore place a permittee out of compliance with their NWP and potentially subject to a range of

¹ Clean Water Act Section 401 Certification (a): <http://water.epa.gov/lawsregs/guidance/wetlands/sec401.cfm>

² NOTE: this requirement does not modify or eliminate existing Corps requirements regarding PCNs for projects proceeding on tribal lands (or elsewhere).

Corps and EPA enforcement actions. The need for post-project performance and/or mitigation monitoring and reporting (if applicable) will be determined by EPA on a case-by-case basis.

04. Prohibition on the Multiple Use of One NWP for a Single Project - Permittees may not use the same NWP multiple times (more than once) for one single and complete project at locations that do not have independent utility; to do so circumvents acreage limitations of the NWPs and may result in more than minimal adverse impacts to water quality and other ecosystem services. For example, under this certification, linear transportation projects on tribal lands must sum the impacts of each proposed crossing of individual waters of the U.S. and use that total to determine eligibility for NWP 14 (Linear Transportation Projects). If the acreage or linear foot impacts exceed the limits of the applicable NWP (or combination of applicable *different* NWPs), minimal adverse impacts to water quality may be exceeded and the project is not eligible for 401 certification under this programmatic action. Under these circumstances, projects must seek individual certification from EPA, and EPA may grant, grant with conditions, waive, or deny 401 certification of the project under the NWP. In the event of a denial, the NWP would not be available to the project proponent and therefore applicants may need to apply to the Corps for authorization under a different General Permit, Letter of Permission, or Individual Permit as appropriate and determined by the Corps. EPA would review these other proposed permit actions for case-by-case certification. Note that, on a case-by-case basis, EPA may waive this General Condition and allow the use of multiple NWPs if the applicant so appeals, and demonstrates in their PCN or MPCN that authorization under the NWP will result in minimal and/or completely mitigated impacts to the aquatic environment, individually and cumulatively.

05. Use of Appropriate Fill Material - To the extent practicable, local, native materials should be used as fill material. (e.g., soil, sand, or rock from the site or near the site; clean building materials or clean imported earthen fill). Inappropriate and unauthorized fill materials include, but are not limited to: tires, junked or abandoned vehicles, appliances, or other equipment; garbage; debris; oil drums or other chemically contaminated vessels; artificial turf; non-native vegetation; etc. If an applicant has any doubts or questions about the suitability of a proposed fill material, they should consult with the Corps and/or EPA prior to discharging into waters of the U.S. Such consultation may be via phone, or written letter, fax or electronic mail.

06. Dewatered Conditions - Discharges below the ordinary high water mark or within jurisdictional wetlands are not approved under this certification unless the discharge site is naturally dewatered (e.g., seasonally dry), or dewatering has been authorized by the Corps, thereby avoiding direct discharge of pollutants into the water column. If the site is artificially dewatered, permittees shall, to the extent practicable, avoid dewatering techniques that require additional temporary or permanent discharges of fill material within jurisdictional waters (e.g., coffer dams).

07. Fills Within Floodplains - Projects requiring NWP authorization for discharges of fill material within 100-year floodplains shall include in their PCN or MPCN a statement of compliance with Executive Order 11988 (Floodplain Management). However, discharges within the FEMA-mapped 100-year floodplain associated with residential and commercial development are not certified for use under the NWP program on tribal lands. The 100-year floodplain is based on hydrologic conditions prior to permit issuance.

08. Best Management Practices - Except as specified in the application, no debris, silt, sand, cement, concrete, oil or petroleum, organic material, or other construction related materials or wastes shall be allowed to enter into or be stored where it may be washed by rainfall or runoff into waters of the U.S. Silt fences, straw wattles, and other techniques shall be employed as appropriate to protect waters of the U.S. from sedimentation and other pollutants. Water used in dust suppression shall not contain contaminants that could violate surface water or aquifer standards. Permittees and their contractors shall take necessary steps to minimize channel and bank erosion within waters of the United States during and after construction. A copy of the permit conditions shall be provided to all contractors and subcontractors, and will be posted visibly at project construction sites.

09. Transportation Projects - Permittees shall implement State transportation agencies' guidelines for construction sites to protect water quality and aquatic habitat. In California, CALTRANS has guidance in the *CALTRANS Stormwater Quality Manuals and Handbooks*³; in Nevada NDOT has guidance in their *NDOT Water Quality Manuals*⁴; and in Arizona, ADOT has guidance in their *Erosion and Pollution Control Manual*⁵.

10. Inspections - The permittee shall allow EPA representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the NWP verification.

11. Buffers - Unless specifically determined to be impracticable by the Corps and EPA, for NWPs 29, 39, 40, and 42, the permittee shall establish and maintain upland buffers in perpetuity between upland structures constructed as part of the project approved by the NWP and all preserved open waters, streams and wetlands, including created, restored, enhanced or preserved waters of the U.S. Buffers should be vegetated whenever practicable. Plantings in buffers should be dominated by native species, and not include any federal or state listed invasive or noxious weed species⁶. Except in unusual circumstances, as determined by the Corps and EPA, buffers shall be at least 50 feet in width from the lateral limits of the Corp's jurisdiction⁷.

12. Protected Lands - The permittee shall record the NWP verification with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title of interest in real property for areas designated to be preserved as part of compensatory mitigation for authorized impacts, including any associated covenants or restrictions.

13. Impaired Water Bodies - If a proposed activity would result in dredge or fill in water bodies listed as impaired under Section 303(d) of the CWA, the PCN or MPCN must include specific measures that will be used to avoid exacerbating the impairment(s).⁸

³ <http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

⁴ http://www.nevadadot.com/About_NDOT/NDOT_Divisions/Engineering/Hydraulics/Water_Quality_BMP_Manuals.aspx

⁵ http://www.azdot.gov/inside_adot/OES/Water_Quality/Stormwater/Manuals.asp

⁶ <http://plants.usda.gov/java/noxiousDriver>

⁷ Ordinary high water mark in non-tidal and the mean higher high water line in tidal waters

⁸ EPA Region 9 lists of impaired water bodies: <http://www.epa.gov/region9/water/tmdl/303d.html>

Specific Nationwide Permits

NWP-01 Aids to Navigation - Subject to the General Conditions (GCs) above, this NWP is hereby programmatically certified.

NWP-02 Structures in Artificial Canals - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-03 Maintenance - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

"Currently serviceable structures" which may be maintained under this permit do not include undersized culverts or structures that cause or exacerbate channel incision, bank destabilization, and/or prevent fish and wildlife passage due to inadequate design or construction standards. Certification of this permit is granted only if the existing structure proposed to be maintained demonstrably preserves (via design, flow modeling or other information in the PCN) the natural functions of the affected aquatic resource when the structure is fully operational. Otherwise, an alternative permit should be utilized as appropriate (e.g., NWP 13 Bank Stabilization). Where existing bank stabilization structures are to be maintained, bioengineered methods shall be utilized to the extent practicable in lieu of "rip-rap" or other hardscape engineered materials. This permit shall not authorize the enlargement of, or increase in, the footprint of a structure within waters of the U.S., unless that enlargement consists of the replacement of existing artificial channel armoring materials (e.g., rip-rap, soil cement, etc.) with low-impact bioengineered natural channel design structures (e.g., log revetments, geotextile rolls/mats, root wads, brush mattresses, willow wattling, etc.)

NWP-04 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities

Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-05 Scientific Measurement Devices - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-06 Survey Activities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-07 Outfall Structures and Associated Intake Structures - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-08 Oil and Gas Structures on the Outer Continental Shelf - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-09 Structures in Fleeting and Anchorage Areas - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-10 Mooring Buoys - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-11 Temporary Recreational Structures - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-12 Utility Line Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of waters of the U.S., including intermittent and ephemeral streams. Only the 300 linear foot limit may be waived by EPA upon approval, consistent with General Condition 02. *Waivers*. Under this certification, NWP 12 can only be used once for a single and complete project having independent utility. When NWP 12 is proposed for multiple locations a written determination will be provided describing independent utility of each impact location for approval by EPA, consistent with General Condition 01. *Notification*. Permittees are required to ensure that the construction of utility lines does not result in the draining of any water of the U.S., including wetlands. This may be accomplished through the use of clay blocks, bentonite, or other suitable material (as approved by EPA) to seal the trench. For utility line trenches, during construction, the permittee shall remove and stockpile, separately, the top 6 – 12 inches of topsoil. Following installation of the utility line(s), the permittee shall replace the stockpiled topsoil on top and seed the area with native vegetation.

NWP-13 Bank Stabilization - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of waters of the U.S., including intermittent and ephemeral streams. All bank stabilization activities under this permit shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.) or a combination of hard-armoring (e.g. rock) and native vegetation or bioengineered design techniques, unless specifically determined to be impracticable by the EPA.

NWP-14 Linear Transportation Projects - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of non-tidal waters of the U.S., including intermittent and ephemeral streams, and 1/3 acre or 300 linear feet of tidal waters of the U.S. NWP 14 can only be used once for a single and complete project having independent utility. When NWP 14 is proposed for multiple locations a written determination will be provided describing independent utility of each impact location for approval by EPA, consistent with General Condition 01. *Notification*. All bank stabilization activities under this permit shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.) or a combination of hard-armoring (e.g. rock) and native vegetation or bioengineered design techniques, unless specifically determined to be impracticable by the EPA.

NWP-15 U.S. Coast Guard Approved Bridges - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-16 Return Water from Upland Contained Disposal Areas - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-17 Hydropower Projects - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-18 Minor Discharges - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-19 Minor Dredging - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-20 Response Operations for Oil and Hazardous Substances - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-21 Surface Coal Mining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Before an applicant may use this permit, EPA must approve a compensatory mitigation plan sufficient to ensure impacts to aquatic resource functions are minimal.

NWP-22 Removal of Vessels - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-23 Approved Categorical Exclusions - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-24 Indian Tribe or State Administered Section 404 Programs - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-25 Structural Discharges - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-26 [Reserved]

This NWP is no longer in use. No certification is necessary.

NWP-27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities - Subject to the GCs above, and the following permit-specific condition, this NWP is hereby programmatically certified. Upon review of a PCN or MPCN, consistent with General Condition 01. *Notification*, EPA will approve or deny on a case-by-case basis whether the proposed project will result in a net increase in aquatic resource functions and services, consistent with the NWP. An individual certification may be required in the event EPA denies approval of a waiver for this NWP.

NWP-28 Modifications of Existing Marinas - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-29 Residential Developments - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to 1/4 acre of impacts to non-tidal waters of the U.S. for single family houses, and the greater of 1/2 acre or 300 linear feet of impact to waters of the U.S. for multi-unit residential developments. Under this certification, this permit will not be used to approve residential developments and their attendant features within the 100-year floodplain. The 100-year floodplain is determined based on hydrologic conditions at the time of the NWP application. Recreational facilities such as playgrounds, playing fields, and golf courses are not authorized under this certification. These projects are separate and distinct from residential developments, are not required to be included in a residential development project for it to be practicable, and their construction within waters is normally avoidable.

NWP-30 Moist Soil Management for Wildlife - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-31 Maintenance of Existing Flood Control Facilities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Upon review of a PCN, consistent with General Condition 01. *Notification*, EPA will approve or deny on a case-by-case basis whether the proposed project will result in minimal impacts to waters of the U.S. for projects that include removal of levee vegetation.

NWP-32 Completed Enforcement Actions - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-33 Temporary Construction, Access, and Dewatering - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-34 Cranberry Production Activities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-35 Maintenance Dredging of Existing Basins - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-36 Boat Ramps - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to 50 cubic yards of fill and ramps that are 20 feet wide or less.

NWP-37 Emergency Watershed Protection and Rehabilitation - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-38 Cleanup of Hazardous and Toxic Waste - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-39 Commercial and Institutional Developments - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Under this certification, this permit will not be used to approve commercial and institutional developments and their attendant features within the 100-year floodplain. The 100-year floodplain is determined based on hydrologic conditions at the time of the NWP application. Recreational facilities such as playgrounds, playing fields, and golf courses are not authorized under this certification. These projects are separate and distinct from commercial and institutional development, are not required to be included in such developments to be practicable, and their construction within waters is normally avoidable.

NWP-40 Agricultural Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Construction of farm ponds under this certification is limited to those that do not qualify for the Clean Water Act section 404(f)(1)(C) exemption because of the recapture provision at section 404(f)(2). Under this certification, no discharges are authorized which would impact hydrological connectivity between jurisdictional waters to such an extent as to convert waters of the U.S. to uplands, or otherwise isolate waters and eliminate federal regulatory jurisdiction. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-41 Reshaping Existing Drainage Ditches - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams. All sidecast materials from excavation must be stored and/or disposed of within non-jurisdictional uplands under this certification. A statement must be included in the notification as to how the applicant's activities will improve water quality. Under this certification, no discharges are authorized which would impact hydrological connectivity between jurisdictional waters to such an extent as to convert waters of the U.S. to uplands, or otherwise isolate waters to eliminate federal regulatory jurisdiction.

NWP-42 Recreational Facilities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-43 Stormwater Management Facilities - Use of this NWP is not covered by this programmatic certification, and prospective users on tribal lands must seek individual project certification from EPA in all cases. NWP authorization of constructing stormwater facilities within waters of the U.S. discourages applicants from using practicable construction options that locate stormwater retention and detention facilities "off line" from streams. For example, retention facilities are often built as sediment (or debris) basins within a stream. This practice includes constructing a dam in the stream, excavating out a basin, and regular sediment removal to maintain the structure. These facilities cause considerable and unnecessary damages to stream functions as retention facilities can be located "off line" by constructing a high flow diversion channel above the ordinary high water mark. If applicants can continue to use the traditional, more damaging practices that are sanctioned by this NWP, there is no incentive for these management practices to improve. We do not believe NWP-43 for new facilities complies with the CWA Section 404(b)(1) Guidelines. CWA section 401 certification for this NWP is denied without prejudice. Applicants for projects on tribal lands must apply to EPA for individual certification if this NWP is proposed to be used. Applicants can apply for an individual certification by providing the same content required in a MPCN described in General Condition 01. *Notification*, of this certification.

NWP-44 Mining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Applicants must ensure that mining activities (e.g., aggregate mining) approved by this NWP will not cause upstream head cutting or downstream incision. Notification to EPA shall include a narrative description and design drawing, when applicable, of any measure that will be implemented to comply with the condition. When used for in-stream aggregate mining activities, compensatory mitigation is likely to be required due to extensive indirect impacts and temporal losses typical of this type of impact.

NWP-45 Repair of Uplands Damaged by Discrete Events - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-46 Discharges in Ditches

Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-47 [Reserved] - This NWP is no longer in use. No certification is necessary.

NWP-48 Commercial Shellfish Aquaculture Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Under this certification, impacts to submerged aquatic vegetation are prohibited, consistent with NWP 19. *Minor Dredging*, and NWP 36. *Boat Ramps*.

NWP-49 Coal Remining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams. Applicants must provide information in the PCN illustrating that activities authorized under NWP-49 will result in a net increase in aquatic resource functions.

NWP-50 Underground Coal Mining Activities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-51 Land-Based Renewable Energy Generation Facilities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-52 Water-Based Renewable Energy Generation Pilot Projects - Subject to the GCs above, this NWP is hereby programmatically certified.

**CERTIFICATION OF
INTENTIONS CONCERNING SUBCONTRACTING**

Project Title: Maricopa Casa Grande Highway Santa Cruz Wash Crossing Improvements

Project No.: 62953157

At the time of the submission of Bids on this Project, my intention concerning subcontracting a portion of the Work is as indicated below.

It **IS NOT** my intention to subcontract a portion of the Work.

It **IS** my intention to subcontract a portion of the Work.

By _____

By _____

Title

Title

Name of Firm

Name of Firm

DATE: _____

DATE: _____

In compliance with the Instruction to Bidders, Bidder hereby submits for approval the following names of subcontractors and/or suppliers, subsuppliers and/or manufacturers who shall perform work or furnish material or equipment on the Project.

Description of Work or Product and Percentage of Work	Subcontractor, (Sub)supplier or Manufacturer	Contractor's License No.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT

Project Title: Maricopa Casa Grande Highway Santa Cruz Wash Crossing Improvements

Project No.: 62953157

_____, being duly sworn, deposes and says:

- 1. Affiant is _____ of _____.
- 2. Neither Affiant or any construction firm or entity of which Affiant was either directly or indirectly affiliated as an officer, director or owner has been either suspended or debarred or otherwise had their privileges to conduct business revoked at the time of the signing and submittal of this bid or at any time during the 3 years preceding the signing of this affidavit.

It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to conduct work under any award made hereunder.

Name

Title

Business Name

DATED _____, 201__.

(Individual Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 201 __, by _____.

My Commission expires: _____

Notary Public

(Partnership/corporate Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day
of _____, 201____, by _____ who acknowledged
himself /herself to be _____ of _____, a(n)
_____ partnership/corporation and being duly authorized to do so, executed the
foregoing instrument on behalf of said entity.

My Commission expires: _____

Notary Public

(END OF SECTION)

(Partnership/corporate Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 201____, by _____ who acknowledged himself /herself to be _____ of _____, a(n) _____ partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

My Commission expires: _____ _____
Notary Public

(END OF SECTION)

NONCOLLUSION AFFIDAVIT

Project Title: Maricopa Casa Grande Highway Santa Cruz Wash Crossing Improvements

Project No.: 62953157

_____, being duly sworn, deposes and says:

1. Affiant is _____ of _____.
2. Affiant has not directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project.
3. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
4. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor.
5. No attempt has been made or shall be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
6. It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

Name

Title

Business Name

(Individual Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of _____, 201____, by _____.

My Commission expires: _____

Notary Public

(Partnership/corporate Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day
of _____, 201____, by _____ who acknowledged
himself /herself to be _____ of _____, a(n)
_____ partnership/corporation and being duly authorized to do so, executed the
foregoing instrument on behalf of said entity.

My Commission expires: _____

Notary Public

(END OF SECTION)

CONTRACT AGREEMENT

This Contract is made and entered into this ____ day of _____, by and between PINAL COUNTY, a political subdivision of the State of Arizona, hereinafter referred to as "Pinal" and _____ a(n) _____ corporation/partnership/sole proprietorship), hereinafter referred to as "Contractor."

WHEREAS, Pinal has the authority to enter into this Contract under A.R.S. § 11-251; and

WHEREAS, bids have been received by Pinal and the Contract has been awarded to the above-named Contractor, and said Contractor is willing and able to perform said construction in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. Contract Documents. The following list of instruments, drawings and documents, which are attached hereto, are incorporated herein by reference, and taken together with this instruction, constitutes the Contract between the parties hereto. Any reference to "Contract" or "Contract Documents" means this instrument and the documents listed below:
 - a. Invitation for Bids
 - b. Instructions to Bidders
 - c. Bid, including Bid Schedule(s)
 - d. General Provisions
 - e. Special Provisions and Specifications
 - f. Technical Provisions and Specifications, including Schedule
 - g. Certification of Intentions Concerning Subcontracting
 - h. Affidavit of Suspension and/or Debarment
 - i. Contractor Immigration Certifications
 - j. Noncollusion Affidavit
 - k. Contract Agreement
 - l. Project Location Map / Plans
 - m. Plans
 - n. All addenda issued prior to date for receipt of bids set forth in the Invitation for bids
2. Scope of Work ("Work"). Contractor shall fully perform the Scope of Work as set forth in the Contract Documents.
3. Commencement and Completion Dates. The project shall be started within **10 calendar** days from the notice to proceed date and completed within **one hundred eighty (180)** calendar days from the notice to proceed date unless further extended or renewed by mutual consent by Pinal and the Contractor. Pinal assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances.

4. Compensation/Contract Price. Pinal agrees to pay Contractor for work actually performed by contractor based on the unit prices set forth in the Bid Schedule and Contractor agrees to accept such amounts for work actually performed in an amount not to exceed: _____
_____.
(\$ _____).
5. Installment/Progress Payments. Pinal may pay Contractor in installments based upon periodic invoices and progress reports and a final invoice and report upon completion of Work submitted by Contractor. The invoices and progress reports shall show percentage of Work completed under this Contract. It is understood and agreed, however, that payment to Contractor of installment payments shall not be construed as a waiver by Pinal of any of its rights herein or of any claim Pinal may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by Pinal and approval or rejection by Pinal within thirty (30) days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after Pinal's approval.
6. Retention. Pinal shall retain ten percent (10%) of the compensation billed periodically by Contractor as shown on each periodic invoice and progress report. After the contract is fifty percent complete no more than five percent (5%) of the amount of any subsequent progress payments made under the contract may be retained provided the contractor is making satisfactory progress on the project.
7. Final Payment. Final payment, including retentions, shall be made within thirty (30) days after receipt of final invoice from Contractor, conditioned upon the following:
- 7.1 Contractor's compliance with all the terms of the Contract;
 - 7.2 Contractor having satisfactorily completed the Scope of Work described in the "Invitation For Bids" according to the standards, specifications and plans and within the time periods required under this Contract;
 - 7.3 The Work, including materials, being approved and accepted by Pinal, with such approval and acceptance by Pinal not being unreasonably withheld;
 - 7.4 Contractor furnishing Pinal with notarized receipts and waivers of liens for all labor, materials and supplies from all subcontractors, material suppliers and any and all persons holding claims against the Work as set forth in the paragraph entitled "Liens" in the General Provisions of the Contract Documents.
8. No Third Party Benefit. Nothing in this Contract shall be construed to give any person other than Pinal and Contractor any legal or equitable right, remedy or claim under this Contract. This contract shall be held to be for the sole and exclusive benefit of Pinal and Contractor.
9. Headings. The headings for the paragraphs of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Contract.

10. Governing Law. The validity, interpretation, performance and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Arizona.
11. Venue. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Contract shall be commenced and remain in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.
12. Severability. The parts, terms and provisions of this Contract, consisting of the Contract Documents as defined under the definitions of General Provisions and Specifications, shall be deemed severable and should any part, term or provision of this Contract be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this Contract, notwithstanding any other provision of this Contract to the contrary.
13. Successors and Assigns. The Contractor and all successors, executors, administrators and assigns of Contractor's interest in the Work or the compensation herein provided shall be bound to Pinal to the full legal extent to which Contractor is bound with respect to each of the covenants of this Contract.
14. Authorization. Signor executing this Contract on behalf of Contractor represents and warrants that said signor is duly authorized to execute and deliver this Contract on behalf of Contractor and this Contract is binding upon said Contractor.
15. Entire Contract. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained and no statement, promise or inducement made by either party or the agent of either party that is not contained in this written Contract shall be valid or binding. All the amendments and modifications to this Contract shall be in writing signed by both parties to this Contract.
16. Cancellation of Contract. This Contract is subject to cancellation by Pinal without further penalty or further obligation as provided by A.R.S. § 38-511.
17. Contractor's Execution. Execution of the Contract by Contractor is a representation that the Contract Documents enable Contractor to: (a) determine the cost of the Work; (b) perform the Work outlined therein; and (c) to fulfill all its obligations hereunder.
18. Effective Date. This Contract shall become effective and binding upon (a) the submission by Contractor and acceptance by Pinal of the necessary Contract Bonds; (b) the submission by

Original

Contractor and acceptance by Pinal of the Certificates of Insurance; submission of the name of Contractor's representative to be contacted in order to report claims for property/vehicle damage and (c) upon the execution of this instrument by both parties hereto.

Original

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein written.

By _____

Title

(partnership/corporate acknowledgment)

STATE OF ARIZONA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, by _____ of _____, a(n) _____ corporation, who being authorized to do so, executed the foregoing instrument on behalf of the corporation/partnership for the purposes stated therein.

Notary Public

My Commission Expires _____

(individual acknowledgment)

STATE OF ARIZONA)
) ss.
COUNTY OF)

The above instrument was subscribed and sworn to before me this day of _____, by _____

Notary Public

My Commission Expires _____

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chairwoman, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM


Deputy County Attorney