

IMPORTANT DATES
Pre-Bid 8/23/16
Quest. Due 8/30/16
Bid Open 9/20/16

PINAL COUNTY
INVITATION FOR BIDS PACKET



P I N A L • C O U N T Y
Wide open opportunity

PROJECT TITLE: Pinal County Flood Control District
Queen Valley Flood Mitigation, Phase II
Sharon Dr. Improvements

PROJECT NUMBER: 60684225

BIDDER'S NAME: _____

Pinal County Purchasing Department
P. O. Box 1348
Administration Building A
31 North Pinal Street
Florence, Arizona 85132
520-866-6009

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Queen Valley Flood Mitigation, Phase II – Sharon Dr. Improvements

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INVITATION FOR BIDS

**Project Title: Pinal County Flood Control District
Queen Valley Flood Mitigation, Phase II – Sharon Dr. Improvement**

Project No. 60684225

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County Flood Control District, hereinafter “PCFCD,” at the office of the Pinal County Flood Control District Public Works Department, County Administration Building “F” south entrance, P. O. Box 1348, 31 North Pinal Street, Florence, Arizona, until **2:00 P.M.**, according to the Pinal County Development Services Department's clock, on **September 20, 2016** for the Scope of Work set forth below. No bids shall be received after this date and time.

Scope of Work: Principal construction features for the Queen Valley Flood Mitigation, Phase II project include: 1) The construction of a 5 cell 10 foot by 8 foot box culvert at Sharon Dr. and 2) 1,525 feet of channel improvements to include excavation and re-contouring the Queen Creek wash as well as the placement of rip-rap erosion protection and minor landscaping.

All work under this contract shall be completed within one hundred twenty 120 Calendar Days from the issuance date of the Notice to Proceed (NTP).

1.0 Design / Standards:

- 1.1 The specifications of this project shall conform to the requirements set forth by Pinal County, as set forth in the contract plans, and to the Maricopa Association of Government (MAG) Uniform Standard Specifications for Public Works Construction, Manual on Uniform Traffic Control Devices (MUTCD) and the Technical Provisions and Specifications of this contract.

2.0 Administration:

- 2.1 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.
- 2.2 The Contractor shall notify or contact other agencies affected in the execution of this project and secure all necessary permits or other requirements necessary to complete the project.
- 2.3 The Contractor shall provide on and off site traffic control per MUTCD's Manual Uniform Traffic Control Devices for Highway Construction Maintenance and MAG Standard Specifications.
- 2.4 The Pinal County Public Works Department shall conduct project inspection and monitor the progress of the work.
- 2.5 The contractor shall be responsible for quality control in accordance with MAG specifications to insure that the construction is in compliance with the contract specifications and applicable standards.
- 2.6 Contractor shall perform at least 51 percent of the value of the project as identified in the Bid Schedule BS-1. The remainder of the work may be performed by subcontractors.

A mandatory pre-bid conference shall be held on **August 23, 2016** at **1:00 P.M.**, at the office of the Pinal County Development Services Department, 31 N. Pinal Street, Bldg. "F" South entrance, Florence, AZ. 85132, 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 Pinal County Flood Control Engineer at this pre-bid conference. If the Pinal County Flood Control Project 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 **12:00pm**, according to the Pinal County Purchasing Department clock, on **August 30, 2016** 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 **September 20, 2016** at **2:05 P.M.**, according to the Pinal County Development Services Department's clock, located at administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona.

Copies of the Bid Documents, including plans and specifications, may be obtained from the **Pinal County Development Services Department, 31 North Pinal Street, Building "F" south Entrance, Florence, Arizona**, between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

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

<http://pinalcountyz.gov/Departments/PublicWorks/Contracts/Pages/BidsSolicitations.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 Statute, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County Flood Control Board of Directors 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 Flood Control Board of Directors 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 Statute, 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 Flood Control Board of Directors, the successful bidder shall obtain the required insurance and shall furnish to Pinal County Flood Control Board of Directors the required proof of insurance, including proof that additional insured is PINAL COUNTY FLOOD BOARD OF DIRECTORS, FLOOD CONTROL DISTRICT, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal County Flood Control Board of Directors a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY FLOOD CONTROL BOARD OF DIRECTORS, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by Arizona State Statute and acceptable to Pinal County Flood Control District Board of Directors 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.

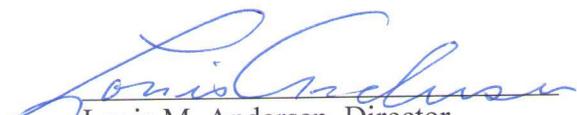
Every Bid shall constitute an offer to perform according to the terms, conditions, provisions and specifications of the Bid/Contract Documents and shall remain irrevocable and subject to acceptance for sixty (60) days after the date for the opening of the bids.

Pinal County Flood Control Board of Directors 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 County Flood Control District; to withhold the award for any reason deemed suitable by Pinal County Flood Control District Board of Directors and to cancel this Invitation for Bids at any time before the award of the contract by the Pinal County Flood Control District Board of Directors. Pinal County Flood Control District Board of Directors 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 County Flood Control Board of Directors are subject to cancellation for conflict of interest without penalty or further obligation as provided by Arizona Revised Statute.

DATED

8/11/16


Louis M. Andersen, Director
Department of Public Works

(END OF SECTION)

INSTRUCTIONS TO BIDDERS

**Project Title: Pinal County Flood Control District
Queen Valley Flood Mitigation, Phase II – Sharon Dr. Improvements**

Project No. 60684225

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

1. Submission of Bids. Bids shall be received by PCFCD 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 Queen Valley Flood Mitigation, Phase II; Project No. 60684225; Pinal County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Flood Control District, 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 PCFCD 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 PCFCD. 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 PCFCD. 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 PCFCD 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 PCFCD.
- 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. PCFCD shall not be responsible for any mistake or error made by Bidder nor shall any mistake or error constitute a basis for

an allowance from or extra payment by PCFCD.

- 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 following: Material & Construction Bid Form B1-3, including Bid Schedule BS-1 , Three references (name, company, address, phone number and email address) from previous contacts performed within the last 5 years, Certificate of Intentions Concerning Subcontracting and Noncollusion Affidavit, Affidavit of Suspension and/or Debarment, Contractor Immigration Certification, signed and notarized Contract Agreement forms, accompanied by all Addenda issued by PCFCD prior to receipt of bids; bid security; and bidder's contractor license numbers and subcontractors' contractor license numbers, where applicable. All Addenda issued by Pinal County Flood Control District 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 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 filled in using 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 quantities in the bid schedule. No additional payment shall be made to Contractor for additional quantities without a prior written change order approved by PCFCD. Any additional payment made 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 PCFCD 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, PCFCD may mail, fax or deliver copies of such Addenda to parties recorded by PCFCD 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 PCFCD 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 fifteen (15) 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 PCFCD as liquidated damages.

8.3 The Bid Security of unsuccessful Bidders whom PCFCD believes to have a reasonable chance of receiving the award if the successful Bidder fails to provide the necessary documentation to PCFCD and enter into a contract with PCFCD, may be retained by PCFCD until the earlier of the day after the signing of the Contract instrument by the Pinal County Flood Control Board of Directors 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 Project Engineer of the PCFCD and said Engineer'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. Bidders are to list only subcontractors, whose work, services, material, equipment or tools total more than fifteen (15%) of the Bid Price. Failure to list subcontractors, suppliers, subsuppliers or manufacturers whose work, services, material, equipment or tools total more than fifteen percent (15%) of the Bid Price may 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 County Flood Control Board of Directors, Contractor shall fulfill the requirements set forth in the General Provisions in paragraph 30 entitled "Liens."

9.4 At the time of bid submittal and at all times during the performance of this contract, bidder shall be appropriately licensed as a contractor in the State of Arizona for

performing the Scope of Work. All proposed 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 any time 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 Project Engineer of the PCFCD 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 the closing date and time set for receipt of bids, except as provided in page B-2 of the Material and Construction Bid concerning any discrepancy between the aggregate sum bid and the summation of quantities and unit prices.

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 County Flood Control District Board of Directors. The Pinal County Flood Control Board of Directors 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 PCFCD to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate PCFCD to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates PCFCD to enter into a contract for the work.

17. Reservation of Rights by Pinal County Flood Control Board of Directors. As set forth in the Invitation for Bids.

(END OF SECTION)

**MATERIAL AND CONSTRUCTION BID
(RESPONSE TO INVITATION FOR BIDS)**

**Project Title: Pinal County Flood Control District
Queen Valley Flood Mitigation, Phase II – Sharon Dr. Improvements**

Project No. 60684225

To: Pinal County Flood Control District
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 PCFCD for unused materials, including, but not limited to Bidder's unused stockpiled materials.

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, Bidder fails to deliver to Pinal County Flood Control District 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 Flood Control Board of Directors, contractor shall perform and complete the Scope of Work, 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 Not To Exceed- _____
_____ (\$ _____)

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)
(To be signed in front of a notary and notary to complete and sign the appropriate acknowledgment.)

Corporate/Partnership Acknowledgment

STATE OF ARIZONA)
) ss
COUNTY OF _____)

On this ____ day of _____, 2016, before me, a Notary public, personally appeared _____, _____ of _____, and being authorized so to do executed the foregoing instrument for the purposes therein contained.

Notary Public

My commission expires: _____

Individual Acknowledgment

STATE OF ARIZONA)
) ss
COUNTY OF _____)

On this ____ day of _____, 2016, before me, a Notary public, personally appeared _____, and executed the foregoing instrument for the purposes therein contained.

Notary Public

My commission expires: _____

(END OF SECTION)



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

BID SCHEDULE

Pinal County Flood Control District - Queen Valley Flood Mitigation, Phase 2 Sharon Dr. Improvements

Project No. 60684225

| Item No. | Description | Unit | Quantity | Unit Price | Total Amount |
|----------|---|-------|----------|------------------|--------------|
| 104.1.2 | Traffic Control | L.Sum | 1 | | |
| 104.3 | Mobilization | L.Sum | 1 | | |
| 105.6 | Utility location and coordination | L.Sum | 1 | | |
| 105.8 | Construction Staking | L.Sum | 1 | | |
| 206.1 | Structure Excavation | Cu Yd | 1504 | | |
| 215.1 | Drainage Channel Excavation | Cu Yd | 8750 | | |
| 220.1 | Riprap, D50=18" | Cu Yd | 285 | | |
| 220.2 | Grouted Riprap, D50=12" | Cu Yd | 43 | | |
| 310.2 | Aggregate Base Course | Cu Yd | 42 | | |
| 321.1 | Asphalt Concrete Pavement | SY | 133 | | |
| 350.1 | Removal of existing improvements | L.Sum | 1 | | |
| 360.1 | Telecommunications relocation | LF | 110 | | |
| 402.1 | Sign (salvaged), Type 3 (1) Object Markers (R or L, incl support) | Ea | 3 | | |
| 402.8 | Sign, Temporary Notification | Ea | 2 | | |
| 420.1 | Gate, Modified Type 1 ADOT C-12, 10 | Ea | 1 | | |
| 430.1 | Seeding (Hydraulic) | Acre | 1.21 | | |
| 430.2 | Landscape and Planting | L.Sum | 1 | | |
| 505.1 | Concrete, ADOT Class "S" | Cu Yd | 285 | | |
| 505.2 | Reinforcing Steel | Lbs | 39951 | | |
| 505.3 | Retaining Wall, ADOT SD7.01 | SF | 884 | | |
| 520.1 | Metal Safety Rail | LF | 301 | | |
| 610.1 | 6" Ductile Iron Waterline | LF | 90 | | |
| 610.2 | Water Line Encasement | LF | 56 | | |
| 630.3a | 6" Gate Valve, Box and Cover | Ea | 2 | | |
| 630.6a | Air/Vacuum Release Valve Assembly | Ea | 1 | | |
| 800 | Contingency Allowance | AI | 1 | \$ 63,778.35 | \$63,778.35 |
| | | | | Total Bid Amount | |

Quantities appearing in the Bid Documents are approximate only and are not to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and/or for materials furnished in accordance with the contract at the unit price(s) 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 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: Pinal County Flood Control District
Queen Valley Flood Mitigation, Phase II – Sharon Dr. Improvements

Project No. 60684225

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. 60684225.
- 1.03 Bid Form: The approved PCFCD form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and shall 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 Flood Control Board of Directors.
- 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 Flood Control Board of Directors or their Designee. Approval by the Board of Directors or their Designee 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 watercourse.
- 1.10 Contract Administrator: Director of the PCFCD, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Flood Control District Board of Directors.

- 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 and 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 County Flood Control District 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 County Flood Control Board of Directors has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal County Flood Control Board of Directors.
- 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 Flood Control Board of Directors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with the Pinal County Flood Control Board of Directors.
- 1.15 Project Engineer or the Engineer's Designee: The PCFCD Project Engineer, acting by and under the authority of the laws of the State of Arizona, or the Project Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal County Flood Control Board of Directors.
- 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 the Project Engineer to perform testing and that has been determined by the Engineer 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 Flood Control Board of Directors.
- 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 PCFCD 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 Project 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 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply, delivery and/or transportation purchased by the County and includes a written note from Pinal to any contractor or vendor of the start date and the Scope of Work.
- 1.32 Quality Assurance Inspector/QA Inspector: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.33 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 Project Engineer.
- 1.34 Responsible Bidder or Offeror: A person who has the capability to perform the contract requirements and the integrity which will assure good faith performance.
- 1.35 Responsive Bidder: A person who submits a bid which conforms to all material respects to the invitation for bids.
- 1.36 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.

- 1.37 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.
- 1.38 Shop Drawings: Drawings submitted by the Contractor for use showing details to be used where appropriate including supplemental design sheets.
- 1.39 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.
- 1.40 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.41 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.
- 1.42 Superintendent: Contractor's authorized representative in responsible charge of the work.
- 1.43 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.
- 1.44 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.

2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit PCFCD from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall PCFCD 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 County Flood Control Board of Directors 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 the PCFCD Project Engineer. All written change orders which shall increase the Contract Price by more than 10% together with time extensions related thereto, requires formal approval by the Pinal County Flood Control Board of Directors 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 PCFCD 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 PCFCD.

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 100 percent (100%) of the full Contract Price. Such bonds shall be issued by a surety company or surety companies, acceptable to PCFCD and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County Flood Control Board of Directors. 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, PCFCD 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 PCFCD, 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 PCFCD. The premiums on such bonds shall be paid by Contractor. PCFCD 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 PCFCD. 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 PCFCD 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 PCFCD 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 PCFCD.

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 PCFCD and with policies and forms satisfactory to PCFCD.

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 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 certificates 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.

Additional Insured. The insurance coverage, except Workers' Compensation, required by this contract, shall name PCFCD, 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 PCFCD, 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 PCFCD 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 PCFCD shall be repaid by Contractor to PCFCD upon demand, or PCFCD may offset the cost of the premiums against any monies due to Contractor from PCFCD.

Primary Coverage. Contractor's insurance shall be primary insurance as respects PCFCD and any insurance or self insurance maintained by PCFCD 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 PCFCD.

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

Deductible/Retention. If policies provide coverage which contain deductibles or self-insured retentions, such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to PCFCD under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and PCFCD, 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 PCFCD.

Certificates of Insurance. Prior to commencing the Work under this Contract, Contractor shall furnish PCFCD 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 Flood Control Board of Directors
Post Office Box 727
Florence, Arizona 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. PCFCD 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 PCFCD'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, PCFCD and subcontractors shall comply with the paragraph entitled "Insurance" above.

11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless PCFCD, 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 and hold harmless PCFCD 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 negligence, recklessness or intentional wrongful conduct, 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 PCFCD.

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 the County's best interest.

14.2 This is a delegated authority of the contracting officer's representative (COR), normally to the Project Engineer, and shall be used if the contractor does not correct deficiencies in his organization.

14.3 Incompetency by the Contractor's QC 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 48 hours.

15. Requiring the Contractor to Assume Personal Supervision. If the Contractor does not provide a superintendent approved by the Project Engineer, the Project Engineer may require the Contractor to assume personal supervision of the work.

16. Non-liability of Public Officials and Pinal County Flood Control Representatives. The Pinal County Flood Control Board of Directors, officials, agents or employees of PCFCD 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 Flood Control Board of Directors, officials, agents and employees act solely as agents and representatives of PCFCD.

17. Notice of Claim. Contractor shall notify Pinal County Flood Control Board of Directors 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 PCFCD and its Board of Directors from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against PCFCD or its Board of Directors 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 County Flood Control Board of Directors. 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 the Project Engineer, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to the Engineer. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal County Flood Control Board of Directors.

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 County's Flood Control Districts 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 PCFCD, 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 PCFCD, Contractor shall furnish the District 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 the District. Any and all refunds claimed and received by PCFCD shall be the property of the PCFCD 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 County Flood Control District;
- 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 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 For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

Pinal County Flood Control Board of Directors 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 County Flood Control Board of Directors 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 County Flood Control Board of Directors, at its option, may call upon the surety to complete the Work in accordance with the terms of this Contract or Pinal County Flood Control Board of Directors may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable to Pinal County Flood Control Board of Directors 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 County Board of Directors shall be required for the completion of the Work in an acceptable manner. All costs and charges incurred by Pinal County Board of Directors, 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 County Board of Directors the amount of such excess.

26. Termination, Postponement or Abandonment.

26.1 The right is reserved by Pinal County Board of Directors to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any reason, Pinal County Flood Control Board of Directors determines such action is in the best interest of the Flood Control District. 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 County Flood Control District 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 County Flood Control Board of Directors, 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 PCFCD to the extent necessary to determine the validity and amount of any claim made against Pinal PCFCD 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 PCFCD may have more than one 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 the Project Engineer that it is capable of performing all contracts concurrently. Failure to do so may be cause for the PCFCD 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 of sovereign powers of Pinal County Flood Control Board of Directors and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal County Flood Control Board of Directors.

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 County Flood Control Board of Directors 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, the Project Engineer shall be notified in writing no less than 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 County Flood Control Board of Directors, Contractor shall provide to the Board of Directors 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 County Flood Control Board of Directors, provide a written, notarized statement to Pinal County Flood Control Board of Directors 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: Project Engineer, Pinal County Department of Public Works
P. O. Box 727, 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 County Flood Control Board of Directors 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 County Flood Control Board of Directors. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal County Flood Control Board of Directors 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 County Flood Control Board of Directors.

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 County Flood Control Board of Directors.

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. Performance Evaluation. Pinal County Flood Control Board of Directors will assess contractor performance throughout the project utilizing the Contractor's Performance Evaluation Form. The Contractor shall be provided a copy of the form during the preconstruction meeting prior to every project. The Contractor shall receive a final evaluation at project completion. Project scores will be taken into consideration for future bids in which the Contractor participates. Scores with an "unsatisfactory" rating require a corrective action plan addressing all identified deficiencies to the satisfaction of the Pinal County Flood Control Project Engineer or Designee.

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. In accordance with A.R.S. §41-4401(A), the Contractor and/or any subcontractor warrants that they are in compliance with all Federal immigration laws and regulations that relate to their employees and that they are in compliance with the requirement of A.R.S. §23-214(A) that after hiring an employee they shall verify the employment eligibility of the employee through the E-verify program.

A breach of the above warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay the contract.

PC FCD retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor and any subcontractors are in compliance with the state and Federal Immigration Laws.”

(END OF SECTION)

CONTRACTOR'S PERFORMANCE EVALUATION FORM

Project Name: Pinal County Flood Control Queen Valley Flood Mitigation Phase II
 Construction Firm:
 Bid Amount:
 Notice to Proceed Date:
 Contract Completion Date:

Project Number: 60684225
 Project Manager/Engineer: L. Sanders
 Final Construction Cost:
 Final Acceptance Date:

PERFORMANCE REVIEW CRITERIA

1. PROJECT SCHEDULE (0-30 points)
 - Schedule and Progress Meetings 10 pts
 - Time Extensions 10pts
 - Meeting Contract Completion Date 10pts _____

2. PROJECT COST (0-35 points)
 - Cost Change Orders 15 pts
 - Meeting Cost at Completion 20 pts _____

3. CONTRACT REQUIREMENTS (0-35 points)
 - Plans and Specifications 15 pts
 - Submittals 5 pts
 - Safety, Considerate and Courteous 10pts
 - Communication and Responsiveness 5 pts _____

Total Score: _____

RATING

| | | | | |
|-------------|------------------|-------------|---------------------|-----------------------|
| Circle One | EXCELLENT | GOOD | SATISFACTORY | UNSATISFACTORY |
| Performance | (90-100) | (80-89) | (60-79) | (0-59) |

Prepared by: _____ Title: _____ Date: _____

Reviewed by: _____ Title: _____ Date: _____

Reviewed by: _____ Title: _____ Date: _____

NOTE: Previous contractor performance scores will be utilized in evaluating future bid awards

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Contractor Performance Evaluation Definitions

OVERVIEW

Contractor will be provided a copy of the Construction Performance Review Form during the preconstruction meeting for each project. It is the contractor's responsibility to read, become familiar with and understand the form and to ask questions should clarification be needed prior to start of work. Construction performance review of the contractor's performance will be evaluated during the course of the project by Pinal County's project team. The project team will consist of Project Inspector, Project Manager, and County Engineer. Contractor's performance evaluation will be based on the following review criteria: Project Schedule, Project Cost, and Contract Requirements. Each of these criteria has sub-criteria for which the contractor will be given points for how well he / she has met the sub-criteria defined below. Points assigned to each criteria are project specific and may be changed depending on the priority for a given project. Once an evaluation has been completed, a copy of the signed evaluation will be sent to the contractor. Scores in the "unsatisfactory" category may result in suspension.

DEFINITIONS

1. PROJECT SCHEDULE

Schedule and Progress Meetings – Prior to starting work on the project, contractor shall submit a project schedule to the project manager for acceptance. The schedule shall identify milestones or items of work to be accomplished during the course of construction such as Roadway Excavation, Aggregate Base Course and Pavement installation. Contractor shall have periodic progress meetings during the course of construction at times agreed upon by the project inspector at which time the contractor shall provide an updated schedule for the project as required by the project inspector. The project manager may attend said progress meetings as required. If issues arise during construction they are to be addressed with the project team in a prompt manner as to avoid schedule delays and unnecessary cost to the project. Full points (10) will be awarded to the contractor for keeping the project schedule updated and holding meetings on time as requested by the project inspector. Two points (2) will be deducted for each occurrence the contractor does not provide an updated schedule and / or does not hold a meeting on time as requested.

Time Extensions – It is the contractor's responsibility to request time extensions if required that may cause the project schedule to go past the completion date established in the original contract. Contractor shall present the project manager with proper documentation including the number of calendar days requested, new completion date and reason for the extension. The project manager may or may not accept the extension depending on the reason for the request. Full points (10) will be awarded to the contractor for no time extensions requested or time extensions required due to no fault of the contractor (ie: rain delays, change in scope of work). Two points (2) will be deducted for each time extension encountered due to the contractor's inability to perform in an acceptable manner.

Meeting Contract Completion Date – Should the contractor accomplish all work for the project with the acceptance of the project inspector by the completion date established on the original contract or with acceptable time extensions as mentioned prior, he / she will have met the contract completion date. Full points (10) will be awarded to the contractor for meeting the contract completion date or with acceptable time extensions. Two points (2) will be deducted for each week beyond the contract completion date should the delay be attributed to the contractor's inability to perform in an acceptable manner. All changes to the original completion date require Pinal County Board of Supervisor approval.

2. PROJECT COST

Cost Change Orders – It is the contractor's responsibility to request cost change orders if required that may cause the project cost to increase above the original amount bid prior to proceeding with the work. Contractor shall present the project manager with proper documentation including unit cost, quantity, extended cost and reason for the cost change order. The project manager may or may not accept the cost change order depending on the reason for the request. Full points (15) will be awarded to the contractor for having no change orders or for change orders that are due to no fault of the contractor (ie: rain delays, change in scope of work). Five points (5) will be deducted for each change order requested by the contractor if the change order is due to the contractor's inability to perform in an acceptable manner. Cost change order requests that result in an adjusted contract amount that exceeds the amount on the project award letter will require Pinal Board of Supervisor approval.

Meeting Project Cost at Completion – Full points (20) will be awarded to the contractor for meeting project cost at completion or for meeting an adjusted contract cost that is due to no fault of the contractor (ie: rain delays, change in scope of work). Twenty points (20) will be deducted for not meeting Project Cost at Completion if the cost over-run is due to the contractor's inability to perform in an acceptable manner.

3. CONTRACT REQUIREMENTS

Plans and Specifications – It is the contractor's responsibility to accomplish all items of work in accordance with the Maricopa Association of Governments (MAG) specifications, as detailed on the project plans and described in the project specifications including all addendums issued for the project. Should the contractor request a clarification of the plans or specifications he/she shall document such in the form of a Request for Clarification. The project manager may respond to said request with clarification or may not and indicate plans and specifications are sufficient. Full points (15) will be given for compliance to listed requirements, deductions in this category will include any quality related issues from work performed in the field. Five points (5) will be deducted for each occurrence the contractor submits a request for clarification and the project manager indicates the plans and specifications are sufficient.

Submittals – Contractor shall submit information required by the contract at the appropriate time for review and acceptance by the project manager including but not limited to Quality Control test reports, Material Certifications, and Progress Pay Requests. Contractor shall submit Progress Pay Requests only after work is accepted by the project inspector. Submittals will be graded on accuracy and timeliness. Full points (5) given for less than three late submittals; for each late submittal past three, one point (1) will be deducted.

Safety, Considerate and Courteous – It is the contractor's responsibility to ensure that personnel are properly trained for work performed in a safe manner and that equipment itself is safe to operate. Contractor and his / her personnel shall accomplish all work in a manner that is considerate and courteous to the project team and the public. Full points (10) will be given for having no safety events or public/project team complaints related to inconsiderate or uncourteous behavior. One point (1) will be deducted for each non-injury safety event or complaint. Five points will be deducted for each injury on the job.

Communication and Responsiveness – Should the contractor communicate through the proper channels of County Inspector first and then Project Manager and respond to County's requests in a timely manner, he/she will have met the communication and responsiveness. Full points (5) will be awarded to the contractor for meeting the communication and responsiveness sub-criteria. One point (1) will be deducted for each time the contractor fails to communicate thru proper channels or does not respond in a timely manner. To be considered timely, the contractor shall respond to the County requestor within two days (2) from the request.

APPEAL PROCESS

Should the contractor disagree with the construction performance review after receiving it, he / she may submit a written request for a reconciliation meeting with the project team. If an agreement cannot be made between the contractor and the project team, the contractor may request an appeal with administrative management staff per Pinal County Procurement Code Article 9 – Legal and Contractual Remedies, PC1-902 Debarment and Suspension of Contractors, Section C. Pinal County Procurement Code, Article 9 may be found at: <http://www.pinalcountyz.gov/Departments/Finance/Pages/Documents.aspx>

(END OF SECTION)

SPECIAL PROVISIONS AND SPECIFICATIONS

**Project Title: Pinal County Flood Control District
Queen Valley Flood Mitigation, Phase II – Sharon Dr. Improvements**

Project No. 60684225

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, 1990 Edition, except for the following listed definitions.

1.1 Definitions:

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

1.1.2 Pathway: a footpath or bicycle way.

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

1.1.5 Standard Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.

1.1.6 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 performed in a workmanlike manner and according to the specifications and requirements set forth in the Contract Documents and 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 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 Project 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 Project Engineer, if discovered after the award of contract, and written instructions secured from the Project Engineer before proceeding with the Work affected by such omission or discrepancy.

5. Pre-construction Conference. The Project Engineer and successful bidder shall have a 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 Project 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 Project 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 County Flood Control Board of Directors.

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 itself 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 Project 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 Flood Control Board of Directors. Pinal County Flood Control Board of Directors 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 Project 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 Project Engineer. The superintendent shall have full authority to execute orders or directions of the Project 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 PCFCD 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 County Flood Control Board of Directors 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 Project Engineer, each Contractor shall furnish the Project 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 County Flood Control

District and its officers, 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. Contractors 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 Project Engineer. The Project 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 Project Engineer shall decide all questions which may arise as to the interpretation of the specifications or plans. The Project Engineer with the consent of the Pinal County Flood Control Board of Directors 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 Project Engineer may suspend the Work for such period as the Project 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 Project 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 Project 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 Project Engineer.

The Project 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 Project 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 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 Project Engineer.

18. Inspection of Materials and Work. Pinal County Flood Control Board of Directors 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 Project Engineer and/or QA Inspectors. The Project 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 Project 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 Project 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 Project Engineer may be ordered removed and replaced at Contractor's expense unless the Project Engineer failed to inspect after having been given a minimum of 48 hour 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 Project Engineer made under the provisions of this subsection, the Project 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 Project 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 County Flood Control Board of Directors shall immediately notify Contractor of such noncompliance. If Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, Pinal County

Flood Control Board of Directors 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 County Flood Control Board of Directors 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 that are not a part of the finished product, 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 Project 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 Project Engineer's and/or QA Inspector's satisfaction that inspection shall constitute the final inspection and the Project 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 Project 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 Project Engineer's notice, the above procedures shall be repeated until the Project Engineer gives notice of completion.

24. Care of Desert Vegetation at Structure Sites. All protected native plants at structure sites, including 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 County Flood Control Board of Directors.

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. As-Built Plans. As-Built Plans shall be prepared 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 Project Engineer when requested. The redline copy shall be submitted to the Project Engineer no later than five working days after completion of construction.

As-Built Plans final submission requires: (1) 24"X36" Mylar set and (1) Digital Copy either in TIFF or PDF format.

27. Safety Measures. Contractor shall take care at all times to protect the Work and its 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.

28. 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 County Flood Control Board of Directors, 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 County Flood Control Board of Directors 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 County Flood Control Board of Directors and/or to collect such liquidated damages from Contractor and/or its surety by any remedy allowed by law.

29. 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.

30. 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 County Flood Control Board of Directors, at Contractor's expense. If within ten (10) days after the mailing of a written notice by Pinal County Flood Control Board of Directors 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 County Flood Control Board of Directors 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 County Flood Control Board of Directors, 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 County Flood Control Board of Directors shall result in the Contractor being disqualified from bidding on future Pinal County Flood Control Projects.

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

(END OF SECTION)

100% TECHNICAL SPECIFICATIONS

**Project Title: Queen Valley Flood Mitigation, Phase II Project
Queen Creek at North Sharon Drive**

100.1 Scope of Work

INTENT OF PLANS AND SPECIFICATIONS

1. The intent of the Specifications and Scope of Work is to prescribe a complete work for the Queen Valley Flood Mitigation, Phase II Project which the Contractor shall perform in a manner acceptable to Pinal County and in full compliance with the terms of the Contract.
2. Unless otherwise specified in the Special Conditions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.
3. The "Engineer" shall be that person or his designees employed by or contracted by the Pinal County responsible for all aspects of the project and with the authority to make revisions to and approve changes to the plans or specifications.

TIME OF COMPLETION

1. The Contractor shall commence the work under this contract on or before the fifteenth (15th) calendar day after receiving written Notice to Proceed from the Owner. The Contractor shall fully complete all work within **180 (One Hundred Eighty)** calendar days in accordance with the date set forth in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified. The schedule and the related traffic control shall be developed such that access is maintained to all abutting residences and roadways. The layout, format and content of the schedule shall be suitable for public release and acceptable to the Engineer.

100.2 Standard Specifications & Drawings

The Work described herein shall be performed in accordance with the technical specifications, plans, and requirements of the following separate documents which are incorporated herein by reference:

- A. Standard details and specifications for this project shall be the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Standards), except as modified in the plans and by these technical specifications.
- B. Other standard specifications and details will be incorporated within the plans, project



documents and technical specifications by reference, as necessary. These may include references to the Arizona Department of Transportation Standard Specifications and Standard Drawings for Road and Bridge Construction (ADOT Specifications or ADOT Standard Details), U.S. Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, herein referred to as "MUTCD"; the Arizona Department of Transportation Construction Standard Drawings (C-Standards), Standard Drawings (B-Standards), Signing Marking Standard Drawings (M Standards), Latest Editions, herein after referred to as "ADOT Standard Drawings"; and others.

100.3 General Notes

- A. All construction shall conform to the latest revisions of the Maricopa Association of Governments Standard Specifications and Details (MAG Standards) unless specifically modified on the plans.
- B. It shall be the Contractor's responsibility to obtain copies of applicable Standards and Specifications as well as all other standards and specifications necessary to completely and accurately interpret the plans.
- C. All quantities shown on plans are not verified by the Engineer. The Contractor shall verify all quantities shown and make his bid based upon those verifications. If any discrepancy in quantities is found, Contractor shall notify the Engineer of such no later than 24 hours prior to bid opening.
- D. A no-fee Pinal County permit will be required for all off-site construction and construction within the public right of way.
- E. It is the sole responsibility of the Contractor to obtain, at his own expense, such permits as are required from the appropriate agencies.
- F. The Public Works Department shall be notified a minimum of 3 days hours prior to beginning any construction in the public right of way.
- G. Inspection is to be done by the Pinal County Public Works Department.
- H. Any work performed without the knowledge of the County inspector or his representative is subject to removal and replacement of same, to be done at the Contractor's expense.
- I. All work and materials, which do not conform to the specifications, are subject to removal and replacement at the Contractor's expense.
- J. Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until the written final acceptance of a complete and workable unit.
- K. Pinal County may suspend the work by written notice when, in its judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is a danger to the public health and safety.
- L. The Contractor shall provide sufficient personnel and equipment on the job at all times during construction to comply with specifications and to complete work.
- M. Contractor shall be responsible for construction surveying and layout.
- N. The Contractor shall notify "Blue Stake" at 811 or 1-800-782-5348 at least 48 hours prior to construction.
- O. It is the Contractor's responsibility to locate all underground pipelines, telephone and electric conduits and structures in advance of any construction and will

- observe all possible precautions to avoid any damage to such. The Engineer and/or County will not guarantee any locations as shown on these plans, or those omitted from it.
- P. The Contractor is to uncover all existing lines being tied into and verify grades before any other construction.
 - Q. Arizona Department of Environmental Quality Requirements shall be complied with.
 - R. Water/sewer separation shall be pursuant to AAC R-18-4-502C.
 - S. Water mains shall be subject to a pressure and leakage test in accordance with AWWA C-600 Standard.
 - T. Water mains shall be disinfected in accordance with ADEQ Engineering Bulletin No. 8 "Disinfection of Water Systems".
 - U. Operation of valves to be done by Queen Valley Water District personnel only.
 - V. Ductile Iron Pipe to be installed per manufacturer's requirements.
 - W. All materials for water line construction shall meet AAC R-18-4-119.
 - X. Contractor shall warrant all work for a minimum of two years after formal acceptance of the work.
 - Y. Failure to meet required 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 County may cancel the Contract and pursue any available legal remedy to recover for damages following that breach
 - Z. Construction Water shall be obtained, provided and applied with sufficient quantity to keep dust down and bring material moisture content to optimum during construction activities. No separate measurement and payment will be made for construction water; all costs associated with this item shall be incorporated into the bid price of other items.
 - AA. Contractor shall limit all construction activities to occur within existing and acquired ROW and easements as shown on the plans.
 - BB. The Contractor shall furnish drawings/specification sheets for all products proposed for this project. No materials shall be purchased by the Contractor until Pinal County reviews and approves the proposed materials submitted for use.
 - CC. Work is required in areas which are under SRP overhead transmission lines. The Contractor is responsible for obtaining any necessary permits from SRP and coordinating all work with SRP. If SRP requires a technical electrical expert to be on site during work in the SRP area the Contractor is responsible for coordinating this effort and making payment to SRP. Pinal County is not responsible for any payment of technical personnel required to be on-site by SRP.
 - DD. The Contractor shall perform with its own work forces at least 51% of the Work, unless written consent to subcontract a portion of the Work is obtained from the County Engineer.
 - EE. The work will be performed in a wash. Contractor shall not impede flow of flood waters at any time. Flood waters include normal flows in the wash that may occur at any time. Damage caused by the flow of water is the Contractor's responsibility.

- FF. Contractor shall provide material testing per MAG. Quality assurance will be performed by Pinal County.
- GG. Contractor shall replace any trees (at their expense) located outside the limits of construction that are substantially damaged or removed during construction.
- HH. Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project until work is accepted by the County. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall defend, indemnify and hold the Owner and the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project excepting for liability arising from the negligence of the Owner or Engineer.
- II. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) regulations.
- JJ. The Contractor shall take whatever steps necessary to prevent and control dust due to construction operations and shall control dust as directed by the Owner or Inspector. Dust control is considered incidental to the contract and no additional compensation shall be permitted.
- KK. Any disturbance beyond marked limits of disturbance is considered as contractor convenience and restoration will not be compensated.

104.1.2 MAINTENANCE OF TRAFFIC

Per MAG Section 104.1.2 except as modified below

Contractor shall provide all on-site and off-site traffic control required during the construction project per the MUTCD, Section 401 of this document, MAG Standard Specifications Section 401, and Plans. Contractor shall provide within fifteen (15) days after Notice of Award, a Traffic Control Plan. The Traffic Control Plan shall include Temporary Signs, and Flagmen when determined necessary by the Contractor and in accordance with MUTCD. All Traffic Control shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) 2009 edition. No work shall be started until the Engineer accepts the Contractor's Traffic Control Plan in writing. Access to local residences shall be maintained open at all times during construction.

At a minimum, controlled one way traffic shall be maintained on Sharon Drive at all times. A full closure of Sharon Drive is not authorized. The Contractor shall sequence construction and supply traffic control measures (such as a temporary traffic signal or flaggers) as necessary to safely convey traffic across Queen Creek at all times.

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.

- 1.1 Adequate barricades and lighted warning signs shall be installed and maintained by Contractor around the Work area and work-in-progress signs placed in locations as approved by the Engineer or designated representative. All shall be

channelized around all Work locations in a manner approved by the Engineer or designated representative.

- 1.2 Maintenance of Traffic shall be 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 the public and affected property owners.
- 1.3 Existing Regulatory Traffic Control Signs shall be maintained at all times during the contract period unless changes have written approval from the Engineer.

Contractor shall maintain access to all residents and business at all times in a practicable manner. Contractor shall exercise measures to mitigate inconveniences to adjacent property such as for mail delivery etc. Adjacent property owners shall be notified a minimum of 24 hours in advance of any Temporary Road Closure. Payment for traffic control shall be lump sum (LS) according to schedule for all work complete and in place. All other costs associated with this item shall be included with the bid item.

The Contractor shall submit a traffic control plan for work at the intersection and submit it to the Pinal County Traffic Engineer for approval a minimum of 72 hours prior to commencement of work. Work activities that impact traffic shall not commence until the traffic control plan has been approved. The traffic control plan shall conform to the requirements of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition, the Arizona Department of Transportation Supplement to the MUTCD and the City of Phoenix Traffic Barricade Manual, current edition. Lane restrictions and traffic control activities shall not be allowed on holidays unless approved by the Engineer. Traffic shall not be routed onto any lanes without guidance provided by appropriate traffic control devices.

The Contractor is required to maintain access to all driveways and side streets during construction. Prior to construction of each work activity, the Contractor shall coordinate work with adjacent property owners and any local businesses.

A. Maintenance of Traffic

Traffic control during construction shall be performed in accordance with MAG Section 401 and the Manual on Uniform Traffic Control Devices for Streets and Highways, US Department of Transportation Federal Highway Administration, latest edition with the latest revisions, Arizona Department of Transportation Traffic Control Manual, the project plans, and as stated herein.

1. Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to traffic. At a minimum, controlled one-way traffic must be maintained on Sharon Drive at all times. Construction sequencing may be required such that half of the road is constructed at a time, with the downstream portion of the culvert constructed before the upstream portion.

2. Unless otherwise provided, the road, while being improved shall be kept open to all traffic by Contractor. When so requested by Contractor and approved by the County Engineer, Contractor may by-pass traffic over an approved detour route. Regardless of whether it is through or local traffic, Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated.
3. Contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, driveways residences, garages and farms; however, Contractor will not be required to remove snow.
4. Before any detour is opened to traffic, the County Engineer shall have been satisfied that traffic is able to proceed in a safe manner.
5. Contractor shall bear all expense of maintaining traffic over the road being improved as well as constructing, maintaining and subsequently removing Contractor requested detours, approaches, crossings, intersections and other features as may be necessary without any direct compensation.
1. Prior to beginning the project, Contractor shall submit for approval a Traffic Control Plan for the entire project. He must obtain approval from the Director of Public Works for the Traffic Control Plan and Schedule prior to any construction. Contractor shall submit the Traffic Control Plan to the Director of Public Works at or before the project preconstruction conference.
2. Written notice shall be given to the Director of Public Works or his representative on the job 48 hours prior to any changes in detours or routes of access. The notice shall give specific details with maps showing the access to all residences and businesses affected by the project.
3. The Police and Fire Departments shall be continually updated on access routes along and through the site during construction.
4. All traffic control devices required for the project shall be the responsibility of Contractor.
5. When required to cross, obstruct, or close a street, traffic way, or sidewalk for a short duration that is approved by the Director of Public Works, the Contractor shall provide and maintain suitable bridges, detours or other approved temporary means for the accommodation of vehicular and pedestrian traffic.
6. When traffic conditions at the construction site warrant the use of certified police personnel to direct traffic, arrangements shall be made with the Pinal County Sheriff Department or Arizona Department of Public Safety for off-duty officers.

B. Access to Businesses/Residences

Contractor shall provide to all residents and businesses affected by the project, access to one of their driveways at all times except as modified by the following: If Contractor finds it unavoidable to temporarily close off access for any time, the

residents/businesses affected shall be contacted a minimum of 48 hours in advance and an alternate procedure for access mutually agreed to. Contractor shall provide the County Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and Contractor prior to said closure.

C. Safety

1. The safety and convenience of the general public and the residents along the project and the protection of persons and property shall be provided for by the Contractor in accordance with the requirements of this contract.
2. Contractor shall submit a Safety Plan to the County Engineer at the preconstruction conference. The plan shall detail the procedures The Contractor will implement to satisfy OSHA and the State Occupational Safety Guidelines related to the worker as well as public safety in construction of excavations, structures and confined air spaces as identified by the County Engineer. Contractor's Safety Plan shall include the requirement that all workers and visitors must wear hard hats while within the project limits.
3. The Safety Plan submitted by Contractor shall include proposed methods to prevent unauthorized persons from gaining access to the work areas.
4. In conjunction with the Safety Plan, Contractor shall furnish and install 72" temporary chain link fencing, or approved equal satisfactory to the County Engineer, around any unattended excavation deeper than four feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the referenced construction activity and shall be secured after normal working hours to prevent unauthorized access.
5. Unless otherwise approved in writing by the County Engineer, open utility trenches shall be limited to 50 ft. In length except for cast-in-place pipe installations and during non-working hours shall be covered with steel plate in a manner satisfactory to the County Engineer.

D. Contractor Access

1. Contractor access to the site has been noted on the plans and includes the existing public right-of-way at Sharon Drive and East Queen Creek Court. No contractor encroachment or access is allowed to the west of the existing right-of-way of Sharon Drive (BLM land). The contractor shall stage and perform his work carefully due to access restrictions and allow Sharon Drive to maintain at least controlled one-way traffic at all times. The staging area as shown on the plans is suggested only; the Contractor may make arrangements for other areas (such as privately-owned land) if desired.

Pay Item 104.1.2 Traffic control

104.1.4 CLEANUP AND DUST CONTROL

- A. The work under this item shall consist of applying water required for dust control per MAG Specifications and as modified herein.
- B. If, in the opinion of the Engineer, Pinal County air quality representative, or Pinal County Public Works Department representative, the Contractor fails to keep dust for his operation under control, a written order suspension of operations may be issued until the situation is remedied. No time extension or additional costs will be allowed for this suspension.
- A. **Dust Control**: Cleanup and dust control shall conform to MAG Standard Specifications Section 104.1.3. Contractor shall obtain a permit from the Pinal County Air Quality Department. Dust Control is a NPI. All other costs associated with this item shall be incorporated into the bid price of other items.

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://pinalcountyyaz.gov/Departments/AirQuality>

- D. No separate measurement or payment shall be made for dust control. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

104.1.5 FINAL CLEANING UP

MAG Section 104.1.5 is supplemented as follows:

104.1.5.1 RESTORATION Requirements

- A. Upon completion of construction and before Final Acceptance can be made by the Engineer, the Contractor shall clean up each individual construction area to the satisfaction of the Engineer. Small trees, weeds, and brush, which were removed as part of construction work, shall be removed from the project site and properly disposed of. Existing landscape improvements, drainage ditches, etc., shall be restored in "like kind" so that the improvement is put back in as close to its prior state as possible. Restoration of incidental items impacted by construction activity shall be in accordance with MAG Section 104.1.3 and 104.1.4. All debris, broken pipe, concrete and other construction debris shall be removed from the project site and properly disposed. The Contractor shall restore each individual work site to grades existing before construction work, including wheel ruts and other scarring. No separate payment will be made for restoration of items impacted by the Contractor's construction operation and the cost of these items shall be included in the unit bid prices in the bid schedule.

- B. Mailboxes and traffic signs removed during construction shall be reinstalled in “like kind” and shall be considered incidental to the unit prices for utility work included in the bidding schedule.
- C. Any disturbance to improvements, trees and vegetation outside the disturbance limits shown on the plans shall be restored by the Contractor at his expense. Any trees damaged or destroyed shall be replaced in kind by the Contractor at his expense.

104.3 Mobilization

- A. Mobilization shall be per MAG Standard Specifications Section 109.10. A mobilization line item is included in the bid schedule for a single round trip mobilization/demobilization of the Contractor’s personnel, equipment, supplies and incidentals, including establishment of any field office necessary for the performance of the work. Any preparatory work prior to the start of construction including necessary operations on the project site is also included with this line item.
- B. **Measurement and Payment**
Mobilization will be measured for payment by the lump sum bid as a single complete unit of work. Payment for mobilization will be made as provided herein which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all the work involved as specified above. The total amount allowed for mobilization during the life of the contract shall not exceed nine percent (9%) of the original contract amount. If the bid price exceeds this percentage the excess amount will be paid to the Contractor upon completion of the contract and nine percent of the contract amount shall be used to determine partial payments. Partial payments under this item will be made in accordance with the following provisions:
- C. The first payment of one third of the lump sum price for mobilization may be made provided that all submissions required under Sub-section 108.3 and elsewhere herein are submitted by the Contractor at the pre-construction conference to the satisfaction of the Engineer and when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the project work.
The second payment of one third of the lump sum price for mobilization shall be made on the first estimate following completion of 13 percent of the contract.
The third payment of one third of the lump sum price for mobilization will be made on the first estimate following completion of 26 percent of the contract.

Pay Item: 104.3 Mobilization

105.6 Cooperation With Utilities

MAG Section 105.6 is supplemented as follows:

105-6A Location of Underground Utilities

- A. Contractor shall contact Blue Stake within the time frame specified under Blue Stake law and request field location of underground utilities. At the time these locations have been marked and prior to the commencement of excavation within the affected area, the Contractor shall at his expense manually determine the exact location of all buried facilities.
- B. 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. Contractor shall notify all affected utilities prior to the start of construction and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to his attention.
- C. Contractor shall perform all operations in accordance with Arizona Blue Stake law.
- D. Utility locations shown on the plans are approximate and based on drawings furnished by the respective utility. It shall be the Contractor's responsibility to protect all existing utilities. Should a utility conflict occur, the Contractor shall cooperate with the said utility to resolve the conflict. No claim for extra costs shall be made against the Owner for delays due to any utility conflict.
- E. If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities in a timely manner, the Contractor may file for an extension of time. To receive consideration, this request shall contain specific information as to the nature of the delay and the actual loss of time involved.
- F. Contractor shall assume full responsibility for damage to all marked utilities due to his operations and shall repair the damaged utilities in accordance with regulatory authority requirements at his own expense.
- G. The utilities shown on the plans are approximate and not for construction purposes. Any damage to existing utilities shall be repaired or replaced at the Contractor's expense. The following contact information is for each utility known to have facilities near the project but is by no means considered a list of all utilities in the area:

Century Link
 135 W. Orion Street
 Tempe, Arizona 85283
 623-780-3350

Queen Valley Water District
 1552 E. Queen Valley Drive
 Queen Valley, Arizona 85219
 Cecil Fendley, 520-463-2780

Queen Valley Sanitary District
 281 W. Monte Vista
 Queen Valley, Arizona 85218
 520-463-2903

Mediacom – Apache Junction
 672 S. Ironwood Drive
 Apache Junction, Arizona 85120
 Kevin Young, 602-295-5213

SRP Power
 PO Box 52025
 Phoenix, Arizona 85072-2025
 602-236-8026

888-692-9090

- H. The Contractor shall contact Blue Stake in markings of all utilities in conflict with this project. Potholing shall be performed prior to excavation to verify a more precise location and depth of existing utilities. Payment shall be lump sum according to the Bid Schedule for all work completed and in place. All other costs associated with this item shall be included with the bid item.
- I. The Contractor shall install a new casing for Mediacom as shown on the plans. Mediacom is responsible for running conduit (coaxial and fiber optic) through the new casing. Mediacom service shall be maintained during construction and coordination with Mediacom is required. Water service shall also be maintained at all times during construction and coordination with the Queen Valley Water District is required.
- J. **Measurement And Payment**
 - 1. Measurement and payment shall be the lump sum bid by the CONTRACTOR. The contract unit price per lump sum paid for utility location and coordination shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

Pay Item 105.6 Utility location and coordination

105.8 Construction Staking

- A. Construction staking shall be the responsibility of the CONTRACTOR. The control for the project is provided in the CONTRACT DOCUMENTS. The CONTRACTOR shall be held responsible for preservation of control monumentation. If any of the control monumentation have been carelessly or willfully destroyed or disturbed by the CONTRACTOR, the cost of replacing them will be charged against him and will be deducted from the payment of work.
- B. Staking shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration.
- C. Field notes and record drawings shall be provided to the ENGINEER.
- D. The staking shall be performed in such a manner and frequency that the CONTRACTOR is able to construct the project in accordance with the plans and specifications. At a minimum, staking shall include
 - 1. Slope or limit stakes (TCE)
 - 2. Alignment of Pipeline
 - 3. Valves, bends, blow offs, air release valves, tracer wire stations, water meters and hydrant locations.
 - 4. Horizontal and vertical bend locations.

5. Tank and appurtenances.
 6. Electrical, instrumentation and control facilities, including, but not limited to, antennae pole.
 7. Site improvements including, but not limited to, retaining walls, curbs, fencing, drainage, chain link fence enclosures, protection posts, gates, etc. The original grade of all retaining walls shall be surveyed and established prior to beginning any earthwork.
 8. Cross-sections will be required, at no additional expense to the County, should quantity disputes arise pertaining to the following: Earthwork, Sub-grade, ABC or Asphaltic Concrete.
 9. Curb stakes at all PC's, PT's, Vertical PI's (grade breaks), Transitions to and from Super Elevated sections and at 50 foot intervals.
 10. Blue top of Sub-grade and ABC at intervals specified for curb. Quarter crown blue tops shall be required when the typical section is four lanes or more without median curb.
 11. Other staking as needed to complete the work in conformance with the plans and specifications.
- E. The ENGINEER and the CONTRACTOR's Superintendent shall meet monthly or as necessary to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with Station to Station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- F. All survey data will be based on NAD83 (1992), ARIZONA SPCS, CENTRAL ZONE, INTERNATIONAL FEET and in grid units. The scale factor applied to go from grid to ground is 1.000063094. All vertical elevations are orthometric heights derived from J 107 and are in NAVD 88 US Survey feet.

Measurement And Payment

1. The quantity of "Construction Staking" measured for payment shall be the lump sum bid by the CONTRACTOR. The contract unit price per lump sum paid for "Construction Staking" shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

Pay Item: 105.8 Construction Staking

105.16 AS-BUILT PREPARATION AND COORDINATION

- A. As-built data and preparation will be performed by the Contractor. The CONTRACTOR shall accurately depict the as-built conditions. During the construction phase and prior to any backfilling or covering, the Contractor will

survey the work for the purpose of as-built preparation. Surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Contractor will supply all horizontal and vertical as-built data in ASCII format, including a northing, easting, elevation and description of all work completed under this contract. . As-built data shall include, but not be limited to all items noted below.

1. The alignment of the waterline including all horizontal and vertical bends. If the waterline continues in a straight alignment for more than 100 feet, the waterline will be surveyed every 100 feet.
 2. Valves, bends, blow offs, air release valves, tracer wire stations, water meters, and hydrant locations.
 3. Tank and appurtenances
 4. Site improvements, including, but not limited to, retaining walls, curbs, fencing, drainage, chain link fence enclosures, protection posts, gates, etc.
- B. Prior to backfilling or covering any work, the CONTRACTOR shall notify the ENGINEER 48-hours in advance. The minimum 48-hours notice time shall not include weekends or holidays. The notification shall be via e-mail to both the COUNTY and ENGINEER.
- C. The CONTRACTOR must provide access for the ENGINEER to verify all as-built information prior to backfilling or covering. The CONTRACTOR shall not backfill or cover an item of work until verification has been completed by the ENGINEER. If an item of work is determined by the ENGINEER to be backfilled or covered prior to being recorded by the ENGINEER, the CONTRACTOR at the direction of the ENGINEER shall uncover the item of work at no additional cost to the OWNER.
- D. The CONTRACTOR shall maintain a redlined copy of the project plans including changes made in construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly as-built field meeting. The CONTRACTOR shall provide the ENGINEER with a copy of the redline plans upon completion of the project.
- E. Weekly field meetings with the CONTRACTOR, ENGINEER and COUNTY shall occur to review As-Built information for conformance with the specifications. The CONTRACTOR shall provide the ENGINEER with a schedule of work items to be constructed in the upcoming 30 day period, including approximate dates of installation prior to backfilling or covering. The CONTRACTOR field redlines will be reviewed for notation of changes in the work. Missing, erroneous or deficient data must be corrected by the CONTRACTOR at no additional cost to the OWNER.
- F. **Measurement and Payment**
- No separate measurement and payment shall be made for As-Built Preparation and Coordination. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

106 Control of Materials

Contractor shall submit in writing all materials to be used in the project in accordance with ADOT Specification Section 106 and Subsection 730-4.

106.5 Storage of Materials

MAG Section 106.5 shall be amended to include the following:

- A. A storage and staging area has been denoted on the plans. . The staging area as shown on the plans is suggested only; the Contractor may make arrangements for other areas (such as privately-owned land) if desired. Any damage to areas outside of the marked limits shall be restored at the Contractor's expense. Please note that this area may be subject to floodwaters during extremely large events (approximately exceeding the 50-year event) and the Contractor shall ensure that no hazardous materials are stored in this location. Additionally, items subject to damage or that may cause damage to surrounding properties shall be removed or stored at the Contractor's risk.

107.2 Permits

MAG Section 107.2 is amended as follows:

- A. The project is located in a designated impaired waterway. The Contractor shall acquire and pay all fees associated with a Storm Water Pollution Prevention Plan (SWPPP) as part of a Stormwater Construction General Permit with the Arizona Department of Environmental Quality (ADEQ). Requirements can be found by contacting ADEQ or on-line at <https://www.azdeq.gov/environ/water/permits/cgp.html>.

No separate measurement and payment will be made for permits. This work shall be considered incidental and included in the mobilization cost.

108 Commencement, Prosecution, and Progress

MAG Section 108 is amended as follows:

108.4.1 The Contractor shall submit a proposed work commencement, phasing, and construction time schedule to the County for review.

A suggested work phasing is as follows:

1. Perform channel grading upstream of Sharon Drive using the Queen Creek Court access location.
2. Once the channel grading is finished, build the east half of the box culverts and permanent access ramp, and perform the water line relocation. Provide one-way traffic on Sharon Drive with half of the existing CMP culverts and fill remaining in place.
3. Once the east half of the box culvert construction is completed, move traffic to the east half and construct the west half of the box culverts.

206 Structure Excavation and Backfill

- A. Work under this item shall be done in accordance with MAG Specifications Section 205, 206, 211, 215 and 301.
- B. If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:
 - i) Material which is located in a cut section at an elevation above finished sub-grade shall not be utilized in fill construction but shall be removed and disposed of at a site secured by Contractor.
 - ii) Material which is located below the natural ground surface in embankment areas and below the finished sub-grade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with suitable material as directed.
- C. The price bid for structure excavation shall include all costs for excavating, hauling, placing and constructing fills per MAG 211, sub-grade preparation, removal and disposal of unsuitable and excess material. There will be no separate payment made for overhaul.
- D. The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Earthwork as contained in these specifications may be initiated by Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5% of the bidding schedule quantity. Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5% of the bidding schedule quantity.
- E. Variations caused by shrink of materials shall not be considered for quantity adjustments.
- F. Adjustments in earthwork quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5% variation requirement above.
- G. Embankment quality control testing frequency shall be one per soil type for proctor density testing and one per 500' per 8" lift for compaction testing. Sub-grade quality control testing shall be one per 500' for compaction testing.

Measurement And Payment

- 1. Measurement and Payment shall be in accordance with MAG Section 206.5.1 and 206.5.2 and as modified above in Section 206.D.

Pay Item 206.1 Structure Excavation

215 Earthwork for Open Channels

- C. Work under this item shall be done in accordance with MAG Specifications Section 205, 211, 215 and 301.
- D. If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:
 - iii) Material which is located in a cut section at an elevation above finished sub-grade shall not be utilized in fill construction but shall be removed and disposed of at a site secured by Contractor.
 - iv) Material which is located below the natural ground surface in embankment areas and below the finished sub-grade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with suitable material as directed.
- H. The price bid for drainage channel excavation shall include all costs for excavating, hauling, placing and constructing fills per MAG 211, sub-grade preparation, removal and disposal of unsuitable and excess material. There will be no separate payment made for overhaul.
- I. The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Earthwork as contained in these specifications may be initiated by Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5% of the bidding schedule quantity. Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5% of the bidding schedule quantity.
- J. Variations caused by shrink of materials shall not be considered for quantity adjustments.
- K. Adjustments in earthwork quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5% variation requirement above.
- L. Embankment quality control testing frequency shall be one per soil type for proctor density testing and one per 500' per 8" lift for compaction testing. Sub-grade quality control testing shall be one per 500' for compaction testing.
- M. The County Engineer shall review and approve the Contractor's haul route for removal of excess material from the site. A list of dumping/disposal sites shall be provided to Pinal County, and the Contractor is responsible for obtaining any permits (floodplain, 404, stormwater, etc.) for disposal sites.

Measurement and Payment

- 2. Measurement and Payment shall be in accordance with MAG Section 215.7 and 215.8 and as modified above in Section 215.I.

Pay Item 215.1 Drainage Channel Excavation

220 Riprap Construction

Work under this item shall be in accordance with MAG Section 215, 220 and 703, as stated on project drawings and as modified herein.

- A. Riprap shall be grouted where slopes exceed 3:1.
- B. Anchor stakes shall conform to MAG Section 505.
- C. Omit filter fabric where riprap is to be grouted and in the toe riprap areas (see plans).
- D. Omit anchor stakes and weep holes in ungrouted riprap and use bank protection (filter) fabric per MAG Section 220.4.
- E. Weep holes shall be 3" PVC pipe.
- F. Waste concrete shall not be used.
- G. Rock shall be angular with a minimum specific gravity of 2.65.
- H. Penetration of grout shall be full-depth to penetrate to bed or foundation and fill all voids. If penetration of grout is not obtained by gravity flow into the interstices, the grout shall be spaded or rodded to completely fill the voids in the stone blanket. The grout slump shall be the minimum amount needed to permit gravity flow into interstices with limited spading and brooming. The consistency of grout shall be as approved by the Engineer.
- I. The grout shall fill the interstices to within 1/3 to 1/4 of rock diameter above the grouted surface (i.e. leave 1/3 to 1/4 of top of rocks exposed).
- J. Bank protection fabric shall be placed per MAG section 220.4. Fabric may be omitted in grouted and toe riprap sections.
- K. The top surfaces of rocks in grouted riprap shall be exposed, cleaned, and free from excess grout. If required, use water pressure to clean stone faces of any residual grout after the mortar has achieved sufficient strength.
- L. A color admixture shall be added to grout used in grouted riprap to match the surrounding earth tones. The color shall be approved by the Engineer prior to placement on-site.
- M. The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Earthwork as contained in these specifications may be initiated by Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5% of the bidding schedule quantity. Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5% of the bidding schedule quantity.
- N. Measurement and payment under this item shall be to the nearest cubic yard complete in place in accordance with the respective detail. Riprap construction

shall include excavation, ground surface preparation, fabric (if used), bedding material, stone, grout, weep holes, and backfilling. Payment shall be full compensation for furnishing all material, labor, and equipment for riprap construction.

- O. Filter fabric is considered incidental to the bid and it a non-pay item.

Pay Item 220.1 Riprap, D50=18”

Pay Item 220.2 Grouted Riprap, D50=12”

230-1 Dust Palliative

- A. The work under this item shall consist of applying water required for dust control per ADOT Specs Section 207 and as modified herein.
- B. If in the opinion of the County Engineer the Contractor fails to keep dust for his operation under control, the County Engineer may order by written order suspension of operations until the situation is remedied. No time extension or additional costs will be allowed for this suspension.
- C. ADOT Sections 207-4 and 207-5 shall be revised to read: **No separate measurement or payment shall be made for dust palliative. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.**

310.2 Aggregate Base Course

- A. This work consists of furnishing, placing and compacting (the thickness specified on the plans or as required by the Engineer) aggregate base course in accordance with the plans and MAG Sections 310 and 702 and as modified herein.
- B. The percent composition by weight shall be within the following limits:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 1 1/8” | 100 |
| No. 4 | 38- 65 |
| No. 8 | 25 - 60 |
| No. 30 | 10 -40 |
| No. 200 | 3 - 12 |

- C. The maximum plasticity index shall be six when tested in accordance with AASHTO T89 and T-90.
- D. The aggregate base course shall be compacted to 100% of the maximum dry density as determined by ASTM D-698. Aggregate base course quality control testing frequency shall be one per source for Abrasion testing, one at start of production and again if source changes. Proctor Density testing shall require one

per 500' per 6" lift for compaction and one per shift for crushed faces, PI, and gradation.

- E. Aggregate base course shall not be placed on excessively wet or frozen sub-grade materials as determined by the Engineer.
- F. Measurement for payment of aggregate base will be calculated by the cubic yard complete in place based on plan quantities.

Pay Item: 310.2 Aggregate Base Course

321 ASPHALT CONCRETE PAVEMENT

Asphalt mix design materials, manufacture, and placement shall be in accordance with MAG Specifications, Section 321 and Section 710 with the additions, clarifications and changes herein:

SECTION 321.3 WEATHER AND MOISTURE CONDITIONS: shall be changed as follows:

Asphalt concrete shall be placed only when the surface on which the material is to be placed is dry, unfrozen, the atmospheric temperature in the shade is at 40 degrees F and rising, and the temperature of the road surface or subsurface is at 50 degrees F and rising as measured in the shade. No asphalt concrete shall be placed when the weather is foggy or rainy, when precipitation is eminent, or when the base or sub base on which the material is to be placed is unstable. Asphalt concrete shall be placed only when the County Engineer or his authorized representative determines that weather conditions are suitable and sub base conditions on which the material is to be placed are acceptable.

SECTION 321-4 APPLICATION OF TACK COAT: is supplemented as follows:

- a. The application rate shall be between 0.04 to 0.06 gallons per square yard of diluted material, 50% water and 50% emulsion, using SS-1H.
- b. The tack coat shall be applied only as far in advance of placing the asphalt concrete as ordered by the Engineer; however, in no event should the tack coat be applied and not covered by the asphalt concrete in the same day.

SECTION 321-6 MIX PRODUCTION: is supplemented as follows:

1. STOCKPILING

- a. Sufficient virgin mineral aggregate material shall be stockpiled at the site of the hot plant to produce the quantity of asphalt concrete required for a minimum of two successive eight hour shifts; however, this requirement will be modified during the last two days production, or under special conditions with the County Engineer's approval.

- b. Mineral aggregate shall be stockpiled so that segregation is minimized. An approved divider of sufficient size to prevent intermingling of stockpiles shall be provided.

2. *PROPORTIONING*

- a. No fine material which has been collected in the dust collection system shall be returned to the mixture unless the Engineer, on the basis of tests, determines that all or a portion of the collected fines can be utilized. If the Engineer so determines, he will authorize in writing the utilization of a specific proportion of the fines; however, authorization will not be granted unless the collected fines are accurately and uniformly metered into the mixture.
- b. Mineral aggregate and bituminous material shall be proportioned by volume, by weight, or by a combination of volume and weight.
- c. When mineral aggregate and bituminous material are proportioned by weight, all boxes, hopper buckets or similar receptacles used for weighing materials, together with scales of any kind used in batching materials, shall be insulated against the vibration or movement of the rest of the plant due to the operation of any equipment so that the error in weighting with the entire plant operating shall not exceed 2% for any setting nor 1½% for any batch. Bituminous material shall be weighed in a heated, insulated bucket suspended from a springless dial scale system.
- d. When mineral aggregate and bituminous material are proportioned by volume, the correct portion of each mineral aggregate size introduced into the mixture shall be drawn from the storage bins by an approved type of continuous feeder which will supply bituminous material and so arranged that the proportion of each mineral aggregate size can be separately adjusted. The continuous feeder for the mineral aggregate shall be mechanically or electrically actuated.

3. *DRYING AND HEATING*

- a. A recording pyrometer or other approved recording thermometric instrument sensitive to a rate of temperature change of not less than 10° F per minute shall be so placed at the discharge chute of the drier in order to record mineral aggregate and to facilitate reading the recorded temperature. A copy of the recording shall be given to the Engineer. The moisture content of the asphalt concrete immediately behind the paver shall not exceed 1%.

4. *MIXING*

- a. The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested in accordance with the requirements of AASHTO T-195, is at least 95%.
- b. A positive signal system shall be provided to indicate the low level of mineral aggregate in the bins. The plant will not be permitted to operate unless this signal is in good working condition. Each bin shall have an overflow chute or a divider to prevent material from spilling into adjacent bins.

- c. The temperature of asphalt concrete upon discharge from the mixer shall not exceed 325° F. If the asphalt concrete is discharged from the mixer into a hopper, the hopper shall be constructed so that segregation of asphalt concrete will be minimized.

SECTION 321-8 PLACEMENT: is supplemented as follows:

- a. Contractor shall stringline finish ABC grade in the presence of the County Engineer or his representative to verify compliance to specified tolerances prior to the placement of asphalt concrete. Placement of asphalt concrete shall not begin prior to completion and adequate curing of all adjoining Portland cement concrete items.
- b. The handling of asphalt concrete shall at all times be such as to minimize segregation. Any asphalt concrete which displays segregation shall be removed and replaced.
- c. All wheels and tires of compactors and other equipment shall be wiped when necessary with an approved product in order to prevent the picking up of the asphalt concrete.
- d. Before asphalt concrete is placed, the surface to be paved shall be cleaned of objectionable material.
- e. The base or sub-grade upon which the asphalt concrete is to be placed shall be prepared in accordance with the applicable requirements for the material involved and maintained in a smooth and firm condition until placement.
- f. At any time, the County Engineer or his designee may require that the work cease or that the work day be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the asphalt concrete.
- g. The temperature of asphalt concrete just prior to compaction shall be at least 250° F but shall not exceed 300° F, unless permitted by the Engineer.
- h. The asphalt concrete shall be placed as a surfacing course. Surfacing courses are defined as courses placed to serve either as a traffic surface or as a surface upon which a finishing course or seal coat is to be placed. The thickness of surfacing courses will be shown on the project plans.
- i. In order to achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant.
- j. Tapered sections exceeding eight feet in width or widened sections not exceeding four feet in width may be placed and finished by other means approved by the County Engineer.

SECTION 321-8.4 Compaction Base and Surface: is supplemented as follows:

- a. Compacting and smoothing shall be accomplished by the use of self-propelled equipment. Compactors shall be pneumatic tired and tandem powered (steel wheel) and shall be approved by the County Engineer.

- b. Compactors shall be operated in accordance with the manufacturer's recommendations. Compactors shall be designed and properly maintained so that they are capable of accomplishing the required compaction.
- c. Steel wheel compactors shall weigh not less than eight tons and have the vibratory mode option.
- d. Pneumatic tired compactors shall be the oscillating type having a width of not less than four feet with pneumatic tires of equal size, diameter and having treads satisfactory to the County Engineer. Wobble-wheel compactors will not be permitted. The tires shall be spaced so that the gaps between adjacent tires will be covered by the following tires. The tires shall be inflated to 90 lb. per square inch, or such lower pressure will not vary more than five lb. per square inch from the designated pressure.
- e. Pneumatic tired compactors shall be constructed so that the total weight of the compactor can be varied to produce an operating weight per tire of not less than 2,000 lb.
- f. Steel wheel compactors shall not be used in the vibratory mode when the surface temperature of the asphalt concrete falls below 180 ° F.
- g. Compaction control shall be defined as the responsibility of Contractor on the basis of his anticipated rate of production to determine the number and types of compactors and the sequence and manner in which they shall be used in order to achieve the specified percent density.
- h. The responsibility for developing and controlling the compaction lies with Contractor.
- i. The County reserves the right to test Contractor's percent of density at any time.

SECTION 321-8.5 Smoothness: the second sentence is changed as follows:

- a. Surfacing course surfaces shall not vary more than 1/8 inch from the lower edge of ten-ft. straightedge when the straightedge is placed parallel to the center of the roadway.

SECTION 321-9 QUALITY CONTROL: shall be changed as follows:

A. Contractor Quality Control

1. GENERAL REQUIREMENTS

- a. It shall be the responsibility of Contractor to administer a Quality Control Plan, hereinafter referred to as "Plan", sufficient to assure a product meeting the requirements of these specifications. The Plan may be operated wholly or in part by a subcontractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of Contractor.
- b. Contractor is required to provide and maintain a Quality Control Plan, along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, and otherwise assure the quality of the project.

- c. Contractor shall submit the Quality Control Plan to the County Engineer or his designee at the preconstruction conference.
- e. Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing, and inspection at a rate sufficient to assure that the work conforms to the contract requirements. Contractor shall provide the County Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

2. *ELEMENTS OF THE PLAN*

- a. The Plan shall address all elements which affect the quality of the asphalt concrete including, but not limited to the following: Mix Design, Aggregate Production, Quality of Components, Stockpile Management, Proportioning, Mixing (including addition of Mineral Admixture, if required), Placing and Finishing, Joints, Compaction.

3. *PLAN IMPLEMENTATION*

- a. The Contractor shall provide testing at the frequencies listed in Table 321.9.1 during production of the asphalt concrete. A laboratory accredited in each of the listed tests by the AASHTO Materials Laboratory (AMRL) shall perform the testing.

| TABLE 321.9.1 | | |
|---|-----------------------------|--|
| CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS | | |
| Test | Sample Point | Frequency |
| Ignition Binder Calibration, ASTM D 6307 | Stockpiles or storage tanks | 1 per mix design per project |
| Ignition Binder Test, ASTM D 6307, C 117 & C116 | Plant, truck, or on-grade | 1 per 1000 tons, but not less than 1 per day |
| Gyratory or Marshall Density, ASTM D 4013 or AASHTO T 166 | Plant, truck, or on-grade | 1 per 1000 tons, but not less than 1 per day |
| Maximum Theoretical Density, ASTM D 2041 | Plant, truck, or on-grade | 1 per 1000 tons, but not less than 1 per day |
| Temperature | On-grade | Continuous Reading |
| Aggregate Gradation, ASTM C 117 & C 136 | Cold Feed | 1 per 1000 tons, but not less than 1 per day |

- b. Results of each test shall be provided to the County Engineer or his designee immediately upon completion and in no case later than the end of the day asphalt was produced. Test results shall be used to control the asphalt concrete production. Production of the asphalt concrete on consecutive paving days shall

not commence until the prior day's test results have been submitted to the County Engineer or his designee and appropriate actions have been taken in accordance with the criteria listed in Table 321.9.1 and Table 321.9.2.

| TABLE 321.9.2 | | |
|---|-------------------------|-----------------------|
| CRITERIA FOR REQUIRED PLANT ADJUSTMENT | | |
| Property | Criteria A (Adjustment) | Criteria S (Stoppage) |
| Binder Content | ±0.4% of Mix Design | ±0.5% of Mix Design |
| Air Voids | 4±1.5% | 4±2.0% |
| Gradation | Table 321-3 | Table 321-3 |
| Temperature | ±10BC of Mix Design | ±15BC of Mix Design |

- c. The guidelines in Table 321.9.2 and Table 321.9.3 shall be used to determine if the plant will require adjustment or stoppage. If the Contractor's test results indicate the mixture does not comply with Criteria A in Table 321.9.2, an adjustment to the plant will be required to bring the production closer to the middle of the specification bands. The Contractor is responsible for determining the extent and the method of adjustment, and shall notify the County Engineer or his designee in writing of what adjustments were made.

| TABLE 321.9.3 | |
|---|-------|
| ALLOWABLE GRADATION VARIATION FROM MIX DESIGN TARGET | |
| Maximum Aggregate Size | 100% |
| Nominal Maximum Aggregate Size (NMAS) | ±5% |
| #8 (2.36 mm) Sieve to NMAS | ±4% |
| #40 (0.425mm) Sieve | ±3% |
| #200 (0.75 mm) Sieve | ±1.5% |

- d. If the Contractor's test results indicate the mixture is at or beyond the range established by Criteria S

meeting Criteria A in Table 321.9.2. The County Engineer or his designee may enforce the adjustment or stoppage criteria if the acceptance tests and the quality control tests are not in agreement.

- e. A representative of the County shall secure two representative samples of the mixture for each day's production.
- f. Samples will be tested for conformance with the mineral aggregate gradation in accordance with the requirements of AASHTO T27. The gradation of the mineral aggregate will be considered to be acceptable unless the average of any three

consecutive tests or the results of a single test varies from the mix design gradation percentages as follows:

| Passing Sieve | Number of Tests | |
|--------------------------------|-------------------|--------|
| | Three Consecutive | One |
| Nominal Maximum Aggregate Size | ± 6% | ± 8% |
| No. 8 | ± 4% | ± 6% |
| No. 40 | ± 4% | ± 6% |
| No. 200 | ± 1.5% | ± 2.0% |

- g. Samples will be tested for conformance with the sand equivalent in accordance with AASHTO T176 and will be considered acceptable if the result is 45 or greater and does not vary from the design by more than -10 points. At any time that test results indicate that the gradation of the mineral aggregate or sand equivalent does not fall within all of the limits indicated, the production of asphalt concrete shall cease immediately and shall not begin again until calibration tests indicate that the gradation and sand equivalent is within the limits indicated.

SECTION 321-12 MEASUREMENT: shall be supplemented as follows:

- a. Measurement under this item shall be to the nearest square yard, complete in place.

Pay Item: 321.1 Asphaltic Concrete Pavement

345 Adjust Manholes, Valves and Cleanouts

- A. Work under this item shall be performed in accordance with MAG Specifications Section 345 with the following modifications:
- B. All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished grade after placement of asphalt concrete surface course by the Contractor as per COP Standard Details 270P, 3-15P, and 4-05P. New water valve top risers and caps shall be furnished by the Contractor at existing water valve locations and placed as directed by the Engineer. New valve top risers and caps shall be considered incidental to the cost of adjustment. Existing water valve risers and caps shall be salvaged to the County Water Department. Existing sanitary sewer manhole and cleanout rings and covers shall be salvaged and utilized for grade adjustment.
- C. **No separate measurement or payment** shall be made for adjusting manholes and valves and cleanouts. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

350.1 Removal of Existing Improvements

- A. Work under this item shall be performed in accordance with ADOT Specifications Section 202, as designated on the project drawings and as modified herein.
- B. ADOT Specifications subsection 202-1 shall be revised by adding the following: All existing utilities not designated for removal shall remain in place and be protected against damage.
- C. No item shall be removed if designated by the County or Engineer to remain in place. Such items shall be protected from damage. Any items damaged outside the limits of disturbance or designated as protect-in-place shall be replaced or repaired in kind at the Contractor's expense. The Contractor shall take extra care to protect trees designated to remain at their own expense. This may include additional shoring, safety measures, or sequencing.
- D. All bituminous pavements to be removed shall be removed from the job site and disposed of at a site secured by Contractor.
- E. Street signs, traffic control signs, traffic signal material and control devices shall be removed as designated on project drawings, salvaged and delivered to the Engineer at the site designated by the Engineer; or reused on the project as specified in the plans.
- F. ADOT Specs subsection 202-3.08, paragraph 3 shall be revised to read: In areas where new fence or relocated fence is to be installed, Contractor shall perform the removals in such a manner as to prevent the escape of any livestock and/or domestic pets, including the placement and removal of temporary fence when necessary. This work shall be considered incidental and included in the unit price bid for removals.
- G. Existing asphalt pavement shall be saw cut where new asphalt concrete is to match existing bituminous surfaces with no provisions for overlaying the entire section. This shall also include saw cutting of existing Portland cement concrete pavement, sidewalks, driveways and parking lots where new construction shall match the grade of existing surfaces that are to remain where called for on the project plans or where designated by the Engineer. No additional payment will be made to the Contractor for replacement of additional asphalt removed beyond the limits shown on the plans.
- H. Saw cuts shall be made to a full depth of the material to insure a neat vertical joint. Portland cement concrete designated to remain that is damaged by the saw cutting shall be replaced in kind at The Contractor's expense.
- I. Removal of existing culverts should be done in sections to provide for maintenance of traffic per Section 104.1.2
- I. Measurement and payment shall be made on a lump sum basis per ADOT Sections 202-4 and 202-5.

Pay Item 350.1 Removal of Existing Improvements

360 Telecommunications Installation

- A. Work under this item shall be performed in accordance with MAG Section 360 with the following modifications.
- B. Existing telecommunications cable shall be relocated and installed in a 6" diameter schedule 40 PVC casing as shown in the plans. The PVC casing shall extend for the entire length of re-routing and connect to existing casement (if any) using a watertight seal. The contractor shall install the casing but Mediacom will install the internal cables in the conduit and make connections. Close coordination with Mediacom will be required. Service is to be maintained during construction and the Contractor shall maintain coaxial and fiber optic across the project area throughout construction.
- C. Contact Mediacom per Section 105.6 to coordinate work prior to starting construction and to confirm size, location, and encasement requirements.
- D. Encasement shall be performed per the details in the plans and include all brackets, straps, bolts, pipe fittings, wingwall modifications, and mounting equipment and labor.

Pay Item 360.1 Telecommunications relocation

401 Traffic Control

See Section 104 of this document for traffic control requirements and pay items.

402 Permanent Signing, Marking, Sign Posts and Delineators

Work under this item shall be done in accordance with the project drawings and requirement of the Manual on Uniform Traffic Control Devices (MUTCD), MAG Detail 131, ADOT Standard Specifications, and ADOT Signing and Marking Standards.

- 1) Post foundations shall be installed per ADOT Standard Detail & Specification 4-S-4.16 utilizing u-channel posts.
- 2) All face of bolts used for mounting signs shall be painted the same color as the sign panel.
- 3) Mounting of signs shall be done per ADOT Standard Detail & Specification 4-S-4.15.
- 4) All station locations are approximate. The contractor shall verify actual sign locations with the engineer prior to the installation of all signs.
- 5) The bottom of each sign shall be at least 7 feet above the nearest edge of pavement per ADOT Standard Detail & Specification 4-S-4.14.
- 6) Normal offset for all signs is 12 feet from the near edge of pavement in rural sections, and 2-foot minimum from face of curb in urban sections, unless otherwise noted in the sign summary table or on the plans.
- 7) The contractor shall verify post lengths and elevations prior to installation.

- 8) Existing signs may be salvaged and re-used (placed on new supports and foundations) if deemed acceptable by the Engineer or labeled as such in the plans.
- 9) Object markers shall be per MUTCD Section 3-C, OM2-1V.
- 10) Reflective Pavement Markers shall be per Section 706 of the ADOT Standard Specifications.
- 11) Permanent Pavement Markings shall be per Section 708 of the ADOT Standard Specifications.
- 12) The Contractor shall post two orange 6-foot by 4-foot with black lettering temporary signs containing the project name, construction start and end dates, and the Contractor's contact phone number in advance of each end of the project on Sharon Drive. Signs shall be mounted on Break-Away Posts per the MUTCD Manual. 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. Message to be as follows (with TBD and Contractor's name determined and denoted):

SHARON DRIVE
DRAINAGE/ROADWAY IMPROVEMENTS
CONSTRUCTION
START TBD
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. A sign shall be placed adjacent to Sharon Drive on either side of the project extents.

- 13) Measurement and payment shall be per the unit price per each for signs, including all necessary supports, signs, and foundations complete in place. Measurement and payment for pavement markings shall be per linear foot of marking. If plans call for "double" of pavement markings, measurement shall be per linear foot of double markings. Measurement and payment for reflective pavement markers shall be per each, complete in place, including adhesive.

Pay Item: 402.1 Sign (Salvaged), Type 3(1) Object Marker (Right or Left)

Pay Item: 402.8 Sign, Temporary Notification

405 Monuments

405.1.1 Monuments

- A. Existing monuments disturbed during construction shall be reset per MAG Section 405.

B. Measurement and Payment

Resetting monuments shall be paid for per each monument reset, complete in place.

405.3.1 Reset Property Pins

A. Existing property pins disturbed or covered in the course of the work shall be resurveyed and reset by a certified land surveyor or under direct supervision of a certified land surveyor.

B. Measurement and Payment

No separate payment shall be made for Resetting Property Pins. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

405.3.3 Survey Handhole Frames

A. All efforts shall be made to protect rebar in survey handholes from damage. Rebar shall be resurveyed and reset by a certified land surveyor at the Contractors' expense if damaged or where noted on plans.

420 Chain Link Fences

Work under this item shall be performed according to ADOT Standard Specifications. MAG Section 420 shall be replaced in its entirety with ADOT Standard Specifications Section 902.

Pay Item: 420.1 Gate, Modified Type 1 per ADOT C-12.10

430 Landscaping and Planting

MAG Section 430 is supplemented as follows:

430.1.1 Seeding (Hydraulic)

A. Seeding consists of furnishing and applying chemical fertilizer; furnishing and planting seed and furnishing, applying and affixing mulch. The areas to be seeded are disturbed or un-vegetated areas. Slopes are required to be seeded immediately upon completion; coordination with grading operations will be required. Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the germination and hard or dormant seed by purity. Weed content of seed shall not exceed 0.5 percent. No substitution of species, strain or origin of seed will be allowed unless evidence is submitted in writing by the contractor to the Engineer showing that the specified materials are not reasonably available during the contract period. The substitution of species, strains or origins shall be made only with the written approval of the Engineer, prior to making said substitution. The seed shall be delivered to the project site in standard, sealed, undamaged containers. Each container shall be labeled in accordance with Arizona Revised Statutes and the U.S. Department of

Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, and the date of analysis, which shall not be more than 9 months prior to the delivery date.

B. SEED MIX

MIX I - Channel Bottom

| Botanical Name | Common Name | LBS. PLS Per Acre |
|---------------------------|--------------------|-------------------|
| <i>Albonia villosa</i> | Sand Verbena | 1.0 |
| <i>Asclepias albicans</i> | Whitestem Milkweed | 1.0 |
| <i>Asclepias subulata</i> | Desert Milkweed | 1.0 |
| <i>Dodonaea viscosa</i> | Hopbush | 1.0 |
| <i>Prosopis pubescens</i> | Screwbean Mesquite | 1.0 |

MIX II - Side Slope

| Botanical Name | Common Name | LBS. PLS Per Acre |
|-------------------------------|--------------------|-------------------|
| <i>Albonia villosa</i> | Sand Verbena | 1.0 |
| <i>Asclepias albicans</i> | Whitestem Milkweed | 1.0 |
| <i>Asclepias subulata</i> | Desert Milkweed | 1.0 |
| <i>Dodonaea viscosa</i> | Hopbush | 1.0 |
| <i>Eriogonum fasciculatum</i> | Flat-top Buckwheat | 1.0 |
| <i>Parkinsonia florida</i> | Blue Palo Verde | 0.5 |
| <i>Sphaeralcea ambigua</i> | Globe Mallow | 1.0 |

MIX III - Over Bank

| Botanical Name | Common Name | LBS. PLS Per Acre |
|-----------------------------|--------------------|-------------------|
| <i>Acacia greggii</i> | Catclaw Acacia | 1.5 |
| <i>Albonia villosa</i> | Sand Verbena | 1.0 |
| <i>Asclepias albicans</i> | Whitestem Milkweed | 1.0 |
| <i>Baileya multiradiata</i> | Desert Marigold | 0.75 |
| <i>Parkinsonia florida</i> | Blue Palo Verde | 0.5 |

C. Seed Supply Agreement:

The required species may be in short supply during this project. Therefore, the contractor shall enter a contractual agreement with a seed collector/supplier that verifies that sufficient supply of specified plant materials will be available on or immediately prior to the seeding dates. This requirement shall be fulfilled within 45 days following the preconstruction conference in order to allow sufficient time for seed collection. The contractor shall provide written notification to the Engineer verifying that the required species are available and secured for the project. The collection contractor shall test the seed for purity and viability and hold the seed in a manner which maintains its' viability. The contractor shall submit purity and viability test results to the Engineer for approval prior to the initiation of seeding operations. If it is required to be held for more than a year

from initial testing the seed shall be tested again for viability. The contractor shall compensate the seed supplier a percentage of the seed cost to hold seed material and for the seed tests as identified in Basis for Payment.

D. General:

The slurry for the hydroseed process shall be as follows:

| SLURRY MIX | RATE |
|--|-----------------------------|
| Hydrofiber: Silva, Conwed, or Spray mulch x-100 wood fiber, or equivalent. | 800 lbs./acre |
| Tackifier: | 80 lbs. active ingred./acre |
| Starter fertilizer: Ammonium Phosphate (16-20-0) | 200 lbs./acre |
| Seed mix: | As Specified |

The seed shall be applied within 30 minutes after being combined with the slurry mix.

| INGREDIENTS FOR SLURRY APPLICATION | PERCENTAGES (MINIMUM) |
|------------------------------------|-----------------------|
| Nitrogen | 5 |
| Phosphoric Acid | 3 |
| Water soluble Potash | 1 |
| Humas | 50 |
| Humic Acids | 15 |
| Soluble Metallic Iron | 1 |

E. Wood Cellulose Fibers:

Wood fiber mulch shall consist of a specially prepared wood fiber processed to contain no growth germination inhibiting factors. The mulch shall be virgin wood and be manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form a homogenous slurry. The mulch shall have a pH range between 4.5 to 6.5.

When hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with seed. The cover will allow the absorption of moisture and allow rainfall to percolate to the underlying area.

F. Tacking Agent:

Binder shall be free flowing, non-corrosive powder produced from natural plant gum marketed under M-Binder, M145 Binder, AZ-TAC or approved equal. It shall have gelling properties to inhibit the tendency of water and fiber to move downhill as they are sprayed on steep slopes.

G. Construction Requirements:

1. General:

The Engineer will regularly observe the weighing of seed, mixing of slurry mix, and application of seed.

2. Seeding:

Seeding shall be done immediately following the final grading or disking of each cut slope and each fill slope. The soil surface shall be loose. The contractor will be required to mobilize frequently to accomplish this goal. No seeding shall be carried out under wind conditions exceeding 5 m.p.h. Scheduling of seedings mobilization will be coordinated with the Engineer at the weekly construction meetings. In no case shall a decision by the Engineer relieve the contractor from the requirement of seeding prior to measurable rainfall. If measurable rain falls prior to seeding, or if the surface of the graded area has formed a crust or slightly hardened surface, the contractor shall be responsible for ripping, blading or loosening the ground surface, or otherwise repairing and/or preparing the affected areas for seed, after they adequately dry out and prior to seeding, at no cost to the Owner. The use of specialized equipment or manual methods may be required to prepare the surface for seeding, if seeding is not accomplished immediately after grading or disking.

Seed is to be accomplished during the window of June 1 to July 15 and November 1 to January 30. These windows are to allow expected seasonal rains to start germination process. In lieu of these dates, a temporary water supply shall be used to ensure germination.

All areas disturbed by construction are to be seeded. This may be more area than shown on the plans. All areas to be approved by Engineer. The contractor shall coordinate seeding operations with slope construction so that the tops of cuts and toes of fills can be reached with hydroseed equipment. Hoses may be used where heavy equipment cannot access.

3. Tillage:

All slopes steeper than 3:1 shall either have a loose, friable soil depth of 2" or more or be tilled a minimum of 4" in depth as they are constructed. Tillage shall be accomplished with a ripper bar, chisel plow or harrow tool or with other equipment which will provide thorough soil cultivation.

Tillage shall be performed long the contour. The slopes behind guardrail, and in the ditch line in cut shall be left with roughened surface to aid in water absorption. Seeded areas which are not behind guardrail or between the ditch line and the roadway on a cut shall be left in a Firm surface free of foreign material that would interfere in the seeding operation.

No work shall be done when the moisture content of the soil is unfavorable or the ground is otherwise in a condition not conducive to tillage.

H. Planting:

- a) The contractor shall submit a batch (tank) mix for the Engineer's approval prior to mixing any seed/mulch slurry. Batch mixing and coverage will be monitored throughout seeding operations. The contractor is to coordinate monitoring with the Engineer in advance of mixing.
- b) After the tillage is complete and accepted by the Engineer, seed shall be planted by slurry mix (cut slopes steeper than 3:1).
- c) All areas to be seeded shall have a starter fertilizer of ammonium phosphate 4-6-3 applied at a rate of 200 pounds per acre.
- d) Any material sprayed on non-designated areas shall be immediately removed by the contractor at his expense. Non-designated areas include pavement, guardrails, signs, plants and existing vegetation.

I. Anchorage by Tacking:

- a) Mulch shall be anchored by tacking using a slurry consisting of a minimum of 150 pounds of binder, 400 pounds of wood fiber mulch and 700 gallons of water per acre.

J. Preservation of Seeded Areas:

- a) Any material sprayed on non-designated areas shall be immediately removed by the contractor at his expense. Non-designated areas include pavement, guard rails, signs, plants, and existing vegetation.

K. Warranty:

- a) The contractor shall guarantee that 75% of the applied tackifier remain in place for a period of 30 days after acceptance of the seeding application, Any areas that have less than 75% of the tackifier remaining shall be reseeded, re-mulched and retacked at the contractor's expense.

L. Measurement And Payment:

- a) Seeding will be measured by the acre, to the nearest tenth acre, measured along the ground surface for the areas which have been plated and mulched, as determined by the Engineer. The contractor may be reimbursed a partial payment based on the invoice amount for the cost to hold and test the seed in conformance with the Seed Supply Agreement.
- b) The accepted quantities of seeding, measured as provided above, will be paid for at the contract price per acre for the full performance of the work herein described, which price shall be full compensation for the work completed including all equipment, labor and materials required.
- c) Areas that require reseeding and re-mulching under the warranty shall be done at no additional cost to the County. The 30 day period(s) shall be within the allotted contract time.

430.5 Tree, shrub, and ground cover planting

Plants as shown on the plan sheets shall be placed per MAG Section 430.5. Landscaping and planting (including boulders) shall be paid for on a lump sum basis, which shall include a temporary watering system for 30 days if necessary to ensure new plants are established.

The Contractor shall comply with the Arizona Native Plant Law. Permitted and protected plants shall be protected and/or salvaged and replaced upon completion of construction. If the salvaged plants do not survive, they shall be replaced in kind at the contractor's expense.

The Contractor shall obtain a warranty on all new trees and provide copies of the warranty to Pinal County prior to acceptance.

Pay Item: 430.1 Seeding (Hydraulic)

Pay Item: 430.2 Landscaping and Planting

505 Concrete Structures

Work under this item shall be in accordance with ADOT Specifications Sections 601, 605, 1003, and 1006; ADOT Standard Details SD 6.01 through 6.36; and the project drawings. Measurement and payment shall be in accordance with ADOT Specs Section 601-6 and 605-4.03 and shall include all finishing work required to produce the finished structure.

The top surface of the box culvert will be the travel surface for traffic. The top surface shall be level, free from excessive bumps, gaps, and ridges; and scored or textured to provide adequate traction for traffic and is subject to approval by the County Engineer.

Pay Item: 505.1 Concrete, ADOT Class "S"

Pay Item: 505.2 Reinforcing Steel

Pay Item: 505.3 Retaining Wall, ADOT SD 7.01

505.5.4 Dowel Placement

Work under this item shall consist of connection new concrete features with existing concrete features according to MAG Section 505 and as modified herein.

- A. Existing concrete feature shall be sawcut as necessary per the plans.
- B. Dowels shall be placed at the connection between the two features. Dowel bars shall be placed as shown on the plans and shall be placed approximately mid-depth of the proposed wingwall.
- C. The joint between the two features shall be filled with epoxy grout per MAG Section 505.5.4.2 and sealed.
- D. Prior to sealing the joint, all foreign or loosened particles shall be removed from the joints to the full depth. The removal shall be accomplished with compressed air or other method approved by the Engineer.
- E. Sealant compound shall not be placed unless the joint is dry, clean, and free of dust. The fact of the joint shall be surface dry and the ambient temperature shall be at least 50 degrees F and the time of application of the sealant. Installation of the sealant shall be such that the in-place sealant shall be well bonded to the

concrete and free of voids or entrapped air. The joints shall be sealed in a neat and workmanlike manner, so that upon completion of the work, the surface of the sealant material will be ¼ +/- 1/8 inch below the adjacent surface.

- F. No separate measurement and payment will be made for connection of new concrete features to existing concrete features. These shall be considered incidental to construction of the new concrete feature.

520 Steel and Aluminum Handrails

Work under this item shall consist of furnishing and installing handrails per MAG Section 520 and Standard Detail 145. Handrails shall be placed full-length on both headwalls and wingwalls. Measurement and payment shall be per MAG Section 520.4 and 520.5.

Pay Item : 520.1 Metal Safety Rail

601 Trench Excavation, Backfilling and Compaction

- A. Work under this item shall be performed in accordance with MAG Specifications Section 601 with the following modifications:
- B. Unless specifically identified, no investigation of subsurface soil conditions for water or sewer main installation has been made for project limits.
- C. Excavation, backfilling and compaction shall be in accordance with MAG Specification 601 and Standard Details as listed below:
 - 1. In sections where paved roadway surfaces are involved the following shall apply:
 - a. Bedding shall be a minimum of six inches and shall be compacted to 95% of maximum standard proctor density and as modified herein. Bedding/shade material shall be of granular consistency such as sand or crushed aggregates conforming to the following gradation and plasticity requirements:

| Sieve Size | Percentage Passing By Weight |
|------------|------------------------------|
| 1" | 100 |
| No. 200 | < 25 |
| PI | 10 Max. |

Volcanic cinders or glass materials are not acceptable. Use of open graded rock i.e., 3/8" pea gravel or 3/4" rock must be approved by the engineer prior to placement and will be considered only in special circumstances.

- b. Backfill material shall be compacted to 95% of maximum standard proctor density to twelve inches above top of pipe.

2. In sections where unpaved roadway surfaces and non-roadway surfaces are involved the following shall apply:
 - a. Bedding shall be a minimum of six inches and shall be compacted to 95% of maximum standard proctor density.
 - b. Backfill material shall be compacted to 95% of maximum standard proctor density to 12" above top of pipe. From 12" above top of new pipe to 6" below existing grade shall be minus 3" native material compacted to 95% of maximum proctor density. From 6" below existing grade to existing grade shall be material in like kind to material existing before excavation compacted to 95% of maximum standard proctor density.
- D. All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The costs of furnishing pumps, pipes, special bedding, and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work in accordance with Section 200-1 of these specifications.
- E. Trench backfill quality control testing frequency shall be one per soil type for Proctor Density testing and one per 1' vertical lift per 200 linear feet of trench.
- F. **No separate measurement or payment** shall be made for trench excavation, backfilling and compaction. This work shall be included in the unit bid price for water and/or sewer main construction.

601.2.11 Rock Excavation for Utility and/or Drainage Construction

A. Definition of Rock.

Rock is not anticipated to be encountered during excavation based on geophysical explorations performed by the Engineer. However, if rock is encountered, it shall be stripped of earth and shale, and the County notified in order that he may measure or cross-section the same. In lieu of stripping the earth overburden prior to excavation, the County and the Contractor may mutually agree on a method to define the vertical limits of rock. Any rock excavated before such measurement or agreement is made, will not be estimated, allowed, or paid for. Rock excavation shall be defined to include: all hard, solid rock in ledges; bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and masonry or concrete structures not shown on the plans. Shales, hard pan, masonry and concrete rubble boulders less than one cubic yard which are not a part of or attached to substrata of rock, shall not be considered rock excavation. Additionally, material to be considered "rock" shall be of such hardness that it cannot be excavated using hydraulic backhoe with combined breakout force, for bucket and stick cylinders, of at least 100,000 pounds. Blasting will not be allowed.

B. Measurement

1. The Contractor and County shall mutually agree on rock excavation per Section A above prior to work being performed. Rock excavation shall be measured in accordance with the following:
 - a. Width of trench for rock excavation shall be based on pipe outside diameter plus 24 inches or channel geometry.
 - b. Depth for rock excavation shall be actual depth from top of rock to bottom of rock, or to bottom of normal bedding section, whichever depth occurs first.
 - c. Payment for rock trenching shall be at the unit price bid per cubic yard which shall include the cost of excavation, removal, hauling and disposal.

610 Water Main Construction

Water main construction shall be in accordance with all applicable MAG Standard Details and MAG Section 610. All ductile iron water pipe used in fire hydrant installation shall be Class 350. No separate payment will be made for bends and fittings unless otherwise noted and the cost will be included in the water main unit price.

610-1 Water Main Piping

- A. Water Main piping shall be slip joint Class 350 ductile iron unless otherwise noted on the project plans, in accordance with MAG Section 610 and 750. Water main piping shall be furnished new in full lengths with manufacturer, class rating, and all other applicable information clearly marked on the barrel. Water main piping for 2-inch shall be copper in accordance with MAG Section 754 and encased in polyethylene protective wrapping in accordance with YAG Section 610.5.
- B. All ductile iron, copper and brass water main and fittings shall be encased in polyethylene protective wrapping in accordance with YAG Section 610.5.
- C. All water mains shall have NSF-PW seal clearly marked on each barrel.
- D. Thrust restraint shall generally be accomplished through the use of restrained joints in lieu of thrust blocking. The preferred joint restraint system shall be "Field-Lok" gasket or approved equal except that vertical deflections, tees, valves and bends shall be restrained utilizing Mega-Lug, as manufactured by Ebba Iron, or equal.
- E. Required minimum lengths of joint restraint shall be per MAG Standard Detail 303. In locations where lines perpendicular to main lines are shown as restrained, the main line piping shall be restrained for a minimum of 10 feet or one joint (which ever is greater) each side of the main line "Tee". Concrete thrust blocking will be required at connections to existing lines at the locations noted on the plans. Thrust blocks placed at these connections shall be in conformance with MAG Details and shall be adequately braced to allow system operation during curing of the concrete thrust

blocks. Heavy plastic sheeting shall be used to wrap fittings to be restrained with thrust blocks to prevent covering with concrete on nuts and threading on fittings.

- G. All lateral water main connecting piping, valves and fittings shall be constructed using restrained joints from the main line "Tee" to the connection to the existing water line at the locations shown on the plans.
- H. All new fire hydrants and connecting piping shall be constructed per MAG Details using restrained joints from the main line "Tee" to the hydrant.
- I. Concrete encased water main crossings of storm drains and/or other utilities which clear the crossed line by less than 12 inches, shall incorporate a 6" sand pad to break the frictional contact.
- J. Prior to ordering of materials and scheduling connections to existing water mains and services, the contractor shall complete investigations to verify the size, type and location of the existing water mains and services.
- K. All existing water service connections shall be replaced in accordance with the provisions of MAG Section 610.
- L. The existing water main shall not be taken out of service prior to completion and ADEQ Approval to Operate the replacement water main and connection of all water services and fire hydrants to the replacement system.
- M. The existing water system shall not be taken out of service at any time without the approval of the Engineering. With the approval of the Engineer, the existing water main may be taken out of service for limited periods to facilitate project construction.
- N. The contractor shall prepare and submit to the engineer a plan for each connection to the existing system which demonstrates the ability to complete all work within the allowed period.
- O. All temporary connections and/or elements which must be placed in service prior to full system disinfection, testing and approval shall be disinfected in accordance with Paragraph 4.7 of AWWA C651-99 after approval of the engineer.
- P. Payment for water main shall be at the unit price in the bidding schedule and shall include all connections, joints, flanges, thrust restraint and incidentals unless specifically itemized in the bidding schedule.
- Q. Waterline encasement shall be performed per the details in the plans and include all brackets, straps, bolts, wingwall modifications, and mounting equipment and labor.

Pay Item: 610.1 Ductile Iron Waterline

Pay Item: 610.2 Waterline encasement

610.15 Testing & Disinfection of Water Mains

- A. Pressure tests and leakage test of water mains and services shall be performed in accordance with AWWA C-600-82 and County Water Line Testing And Acceptance Procedures. Testing shall be performed by the Contractor and shall be witnessed by the Engineer for approval.

- B. Water main and services shall be disinfected in accordance with MAG Section 611. The Owner or his representative shall perform the sampling for bacteriological and residual chlorine testing. The Contractor shall notify the Owner 24 hours in advance to coordinate disinfection testing.
- C. Payment for Testing and Disinfection of Water Mains shall be included in the unit bid price for water main construction

630.3 Gate Valves

- A. Valves shall be resilient wedge gate valves, Waterous 500 series, Clow, Mueller, or equal, suitable for use in line and in wet tapping water main in conjunction with tapping sleeves. Gate valves shall be mechanical joint except where flange joints are specifically detailed in project plans or where required for tapping sleeves and hydrant installation.
- B. Thrust restraint shall be provided on all valves, all bends in accordance with MAG Std. Dtl. 303-1 and 303-2. No separate payment will be made for thrust blocking and the cost shall be included in the water main unit price.
- C. Debris caps shall be installed on all valves within project limits according to MAG Std. Dtl. 392. Debris caps shall be SW Services DC600 or approved equal.
- D. The Contractor shall notify customers of scheduled water service disruption a minimum of 24 hours in advance of construction. Customers shall not be without water service nor shall the water main line be out of operation for a total time period greater than four (4) hours, inclusive of contract time period from issuance of Notice to Proceed to Final Acceptance by the Engineer.
- E. Payment for valves, box and cover shall be at the unit bid price shown in the bidding schedule, except valves on tapping sleeves and hydrant installations shall be included in the appropriate bid item in the bidding schedule. Payment shall include all connections and stubs required adjacent to valves where specified in the plans.

630.4 Tapping Sleeves and Valves

- A. The Queen Valley Water District shall be notified 48 hours in advance to schedule water main tap. The Contractor shall be responsible for payment to the Utility Department for the actual cost of the required labor, equipment, and materials for Water Department to perform water main tap work. The Contractor shall add the cost of this work to the unit price bid in the bidding schedule for tapping, sleeve, valve, box and cover. Tapping sleeves shall be in accordance with MAG Section 630.4.
- B. Valves for tapping sleeves shall be resilient wedge gate valves as specified under Valves in these special provisions.
- C. Debris caps shall be installed on all valves within project limits according to MAG Std. Dtl. 392. Debris caps shall be SW Services DC600 or approved equal.

- D. The Contractor shall take all necessary steps to maintain water service. Residents affected by water service disruption due to water main abandonment shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. The Contractor shall not disconnect or disrupt water service until new water main and services pass hydrostatic and disinfection tests and is accepted by the Engineer. The Contractor shall notify tenants of scheduled water service disruption a minimum of 24 hours in advance of construction. Residents shall not be without water service for a total time period greater than 4 hours inclusive of contract time period from issuance of Notice to Proceed to Final Acceptance by the Engineer. The Contractor shall utilize construction method of water service shut-off at water main corp for water meter reconnection work to the new water main if his construction operation progression cannot meet the 4-hour restriction for water service disruption of residents. The Contractor shall supply bottled potable water and temporary water service meeting all state health requirements for periods of water service disruption exceeding 4 hours. No separate payment will be made for water service maintenance or The Contractor written notification of water service disruption.
- E. No separate measurement or payment will be made for adjustment of new water valve boxes to finished grade. This work is considered as incidental to the construction of the water main replacement.
- F. The Contractor will be required to install private water service line from the new water meter location to a point at the existing water meter location or to a point of connection to the existing service line for the residence. This point of connection shall be a maximum of a 10-foot radius from the meter location. Contractor shall remove existing valves and pressure regulators and replace per specifications. Contractor to furnish and install gate valve and pressure regulator after meter box and PRV to service connection. All private service lines shall be Type "K" copper in accordance with MAG Section 754. The Contractor shall maintain a minimum of two (2) feet of cover material, including ditch inverts, over new private water service line and utilize existing in-situ material for backfill. The Contractor shall supply all necessary material for new private water service installation including a gate valve, plus an approved type pressure regulator, in an accessible box per COP Standard Detail 3-16P at the new meter box location and all appurtenant fittings to connect to resident existing service line.
- G. The Contractor shall remove the existing water meter and reinstall in the new yoke at the new meter box location with all appurtenant fittings and adapters. The City shall supply the Contractor with new meters for use in new locations that were not previously served or there is no existing meter to remove.
- H. The Contractor will be required to distribute written notices to the approval of the Engineer to all residents 24 hours in advance of proposed private service line reconnection work.
- I. Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing

improvements in “like kind” to include concrete walkways, retaining walls, landscape improvements, etc.

- J. It shall be the Contractor’s responsibility to review existing water meter location and points of private service line reconnection locations and ascertain all work including existing improvement restoration costs to perform the private service line reconnection work as specified. Costs associated for private service line reconnection work shall be at the appropriate unit bid price in the bidding schedule and shall include private service line piping, gate valve and pressure regulator, plus all appurtenant fittings and existing improvement restoration work as specified.
- K. The pressure regulators shall be set at 65psi. The Contractor shall bench-test or otherwise provide written verification from the supplier prior to installation that the pressure regulators have been set at the required psi.
- D. Payment for tapping sleeves shall be at the unit price bid in the bidding schedule and include the tapping sleeve, valve, box and cover, and all appurtenant fittings for complete assembly.

Pay Item: 630.4a 6” Gate Valve, Box, and Cover

630-6a Air/Vacuum Release Valves

- A. Air/vacuum release valves shall be 1” in accordance with COP Std. Dtl. 3-17P as modified per project drawings.
- B. Payment for air/vacuum release valve installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings at noted for a complete installation.

Pay Item: 630.6a Air/Vacuum Release Valve Assembly

710 ASPHALT CONCRETE

SECTION 710.2.1 Asphalt Binder: shall be deleted as replaced as follows:

- a. The asphalt binder shall be a Performance Grade (PG) PG 64-22 Asphalt conforming to the requirements of AASHTO M 320-09 Performance-Graded Asphalt Binder. The binder grade shall be as specified in the contract documents or as directed by the Engineer.
- b. The County may review a request by the Contractor to change from a PG 64-22 binder grade to a PG 64-16 grade. The owner may require the Contractor to provide supporting justification and/or data for changing the grade of binder from PG 64-22 to PG 64-16.

SECTION 710.3.2 Mix Design Criteria: add the following:

- a. The intent of this supplement is to use only 1/2 inch or 3/4 inch Marshall or Gyrotory Mix Designs within the specification unless specifically called out in the project specifications.
- b. The asphalt mix design shall be for high traffic volume, unless otherwise specified.

SECTION 710.3.2.1 Marshall Mix Design: make the following change:

- a. In Table 710-3 change the Tensile Strength Ratio minimum percent requirement from 65 to 75. A tensile strength ratio of 75 percent may require more than one percent mineral admixture.

725 Portland Cement Concrete

- A. All Portland cement concrete placed under this contract shall be Class A in accordance with MAG Specifications Section 725, or ADOT Class "S" in accordance with ADOT Specifications, as designated on the Project drawings, and as modified herein.
- B. Subsection 725.6 shall be revised by adding: All Portland cement concrete shall contain 5%, plus or minus 1%, entrained air of evenly dispersed air bubbles at the time of placement. The air-entraining agent shall contain no chlorides. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement. Air entrainment in the concrete shall be tested in accordance with AASHTO T-152. Air entrainment shall be tested at time of sampling in accordance with ASTM C143 and C231 respectively. The cost of this testing shall be the responsibility of the Contractor.
- C. Subsection 725.10 shall be revised by adding: The slump of Portland cement concrete shall be tested in accordance with the requirements of AASHTO T119, ASTM C143 and ASTM C231 respectively. Concrete that does not meet the specification requirements as to slump shall not be used, but shall be removed from the job at no cost to the County Engineer. Slump tests will be taken in the field by a representative of the Contractor's quality control firm. The cost of this testing shall be the responsibility of the Contractor.
- D. Concrete cylindrical specimens for compression tests will be taken in the field by a representative of the Contractor's quality control firm in accordance with AASHTO T141 and T-23. These samples will be tested for compressive strength in accordance to AASHTO T22. Concrete samples will be taken in accordance with YAG & MAG 725.10 except as noted hereinafter. One set of not less than four (4) cylinders per fifty (50) cubic yards of ½ days pour shall be prepared and retained to verify compressive strength of the mixture. One (1) cylinder shall be tested at seven (7) days and two (2) at twenty-eight (28) days. The fourth (4th) cylinder shall be retained for up to sixty (60) days. If the 28-day test does not meet the minimum strength requirement, cores shall be taken as provided herein and the cost of such

will be the responsibility of the Contractor. Acceptance shall be based on minimum 28-day strength requirements. The cost of testing shall be the responsibility of the Contractor.

- E. ADVERSE WEATHER CONDITIONS. Placement of all Portland cement concrete shall conform to the requirements of MAG Section 505.6.2. No separate payment shall be made for adverse weather concreting. The work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay item.

796 Geosynthetics

All geosynthetic fabric shall conform to MAG Specification Section 796. The following shall be added:

796.4 Weep Hole Fabric

- A. Weep holes shall be placed at the bottom of grouted rip rap slopes per the plans. The end of the weep hole pipe in the back of the slope shall be covered with fabric per MAG Specification Section 796.2.3. The fabric shall be secured to the ends of the pipe using stainless steel hose clamps or other method as approved by the ENGINEER.
- B. No separate measurement and payment will be made for weep holes. These shall be considered incidental to construction of the bank and bank protection.

800 Contingencies Allowance

A contingency allowance line item is included in the bid schedule to facilitate any unforeseen modification to the design or construction process. This item is ONLY to be used if written approval is given by the Engineer prior to commencement of extra work. The County may pay, based upon a method of payment (i.e. time and material invoices, lump sum estimate, etc.) agreed on with the engineer, an amount not to exceed the ALLOWANCE shown in the Bid Schedule.

(END OF SECTION)

CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

Project Title: Pinal County Flood Control District
Queen Valley Flood Mitigation, Phase II – Sharon Dr. Improvements

Project No.: 60684225

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 Invitation to Bidders, Administration 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.

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. During the evaluation of this bid, failure to complete this form as required by the instructions above, Bidder shall be deemed non-responsive and the bid shall be rejected.

| Description of Work or Product as Identified on B-1 | Contractor, Subcontractor, (Sub) supplier or Manufacturer | Percentage of Work to be Performed | Contractor's License No. |
|---|---|------------------------------------|--------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(Individual Acknowledgment)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this
____ day of _____, 2016, by _____.

Notary Public

My commission expires: _____

(Partnership/corporate Acknowledgment)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this
____ day of _____, 2016, by _____ who acknowledged
himself/herself to be _____ of _____,
a(n) _____ partnership/corporation and being duly authorized so to do, executed
the foregoing instrument on behalf of said entity.

Notary Public

My commission expires: _____

(END OF SECTION)

AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT

**Project Title: Pinal County Flood Control District
Queen Valley Flood Mitigation, Phase II – Sharon Dr. Improvements**

Project No. 60684225

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

_____, 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.

DATED _____, 2016

Name

Title

Business Name

(Individual Acknowledgement)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 2016, by _____.

Notary Public

My Commission expires: _____

(Partnership/corporate Acknowledgement)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 2016, 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.

Notary Public

My Commission expires: _____

(END OF SECTION)



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

FLOODPLAIN USE PERMIT APPLICATION PACKET

January 2013



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Initials: _____

Permit Number FUP _____ - _____



Section 1: Application, Permit, and Licensing Information

Scope and Authority

In [A.R.S. § 48-3603 through § 48-3628](#), the Arizona State Legislature has delegated the responsibility to each county flood control district to adopt regulations consistent with criteria adopted by the Director of Arizona Department of Water Resources pursuant to [A.R.S. § 48-3605](#), designed to promote the public health, safety and general welfare of its citizenry. Additionally, [A.R.S § 48-3641 through § 48-3650](#) establishes guidelines for which permitting or licensing procedures must be based upon.

All Residential, Commercial, and Industrial developments are subject to the provisions of Pinal County's Floodplain Management Ordinance of August 2006. Per this Ordinance, a Floodplain Use Permit shall be obtained when any work is to be done within the floodplain area of a watercourse that has a 100yr flow of 200cfs or greater or has been designated as a floodplain by the Federal Emergency Management Agency (FEMA) or the Pinal County Board of Supervisors. If approved, a Floodplain Use Permit is valid for **up to 5 years** from the approval date.

About this Permit Application

In early 2011, the fiftieth legislature of Arizona passed Senate Bill 1598. This bill established a regulatory bill of rights for permit (license) applicants and mandated that all jurisdictions publish procedures and time frames for their permitting process. In addition to this, the new law required that jurisdictions either approve or deny a permit application within their published timeframes. [A.R.S § 48-3641 through § 48-3650](#) are the results of this bill. To be compliant with the provisions of this law, the Pinal County Flood Control District has adopted the use of this permit application and its attachments. If you have questions or concerns about this, please contact your local state representative.

Instructions

Please thoroughly read the entire contents of this permit application. **All sections of this application must be completed (or marked as "N/A" when appropriate) or the application will not be accepted for review.** Please use only black or blue ink when completing this application. All pages must also be initialed in the bottom left hand corner as well. Pursuant to [A.R.S § 48-3645](#), substantive review of your permit application cannot begin until your application has passed the administrative review (completeness check).

If you have any questions regarding this permit, please call the Pinal County Flood Control District at 520-866-6411.

Initials: _____

Permit Number FUP _____ - _____



Section 2: Project Information

Project Narrative/Scope of Work

1) Project Name (example: George Smith's Garage): _____

2) Please describe the project in detail using the space provided below. Include all pertinent project information such that an uninformed reader will fully understand the scope of your proposed project.

If additional space is needed, please attach a narrative at the end of this application.

All permit applications should be accompanied by plans/reports that clearly illustrate the scope of the project.

3) What is the intended primary use of the project? _____

4) If the proposed project includes a structure, will the structure have plumbing or electricity? _____

5) If this project is associated with something currently or recently in review with Pinal County, please indicate the S, SPR, PZ, PER, MH, or FUP number here: _____

6) If this application is for a Sand and Gravel operation, is this a renewal permit? _____ Permit Number: _____

7) FEMA designated Flood Zone: _____ Floodway: Yes or No

To find out what flood zone your project is in please fill out a flood zone request form here:

<http://www.pinalcountyz.gov/Departments/PublicWorks/FloodControlDistrict/Pages/FloodInfoRequest.aspx>

Project Location Information

Please indicate the location of the proposed project by filling in the spaces below. Much of this information can be determined by reviewing your property's parcel information by going to: <http://pinalcountyz.gov>

8) Project Site Address: _____ City: _____ State: _____ Zip: _____

9) Project Assessor's Tax Parcel Number: _____ Township: _____ Range: _____ Section: _____
(If the project is on multiple parcels or in multiple sections, attach that information to the permit application)

10) Subdivision Name and Lot Number: _____

Initials: _____

Permit Number FUP _____ - _____



Project Quantities

- 11) Total Estimated Project Cost: _____
(In some situations, a detailed cost estimate prepared by a licensed contractor or Engineer must be submitted for review. You will be contacted in the event that this is required.)
- 12) If the project includes structures or additions, what is their total estimated size in square feet? _____
(If there is more than one structure, list the combined total area here.)
- 13) If the project is an addition, renovation, or remodel, please answer the following questions (otherwise mark them as N/A):
- A) What is estimated value of the existing structure? _____
(This information can be obtained by checking the assessor's valuation information for your property. In some situations, a detailed property appraisal prepared by a licensed appraiser must be submitted for review. You will be contacted in the event that this is required).
- B) What was the original year of construction for the existing structure? _____
- 14) How long do you anticipate construction of the project will take? _____
- A) Estimated Completion Date: _____
- 15) If grading/grubbing will be performed, what is the total area of land that will be disturbed? _____
- 16) Is the overall size of the development greater than 5 acres or 50 lots? _____
If so, you may be required to engineer your own base flood elevation and submit a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) to the Pinal County Flood Control District and the Federal Emergency Management Agency (FEMA) for review and approval.

Critical Facilities/Critical Services

If your project includes a critical facility or service listed below, you may be required to comply with higher regulatory standards. Critical facilities may be required to be elevated, flood proofed, or otherwise protected to the 500 year floodplain instead of the 100 year floodplain. In any case, there shall be no increase in flood elevations or other adverse impacts on upstream and/or downstream properties.

The purpose behind this requirement is to ensure that critical facilities can function during a standard flooding event. This helps to ensure the health, safety, and well being of the public while also permitting emergency operations (such as police response and sheltering) to safely take place. **Please check the appropriate box that pertains to your proposed project:**

- Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, and/or water-reactive materials.
- Hospitals, emergency medical facilities, schools, nursing homes, daycare/childcare centers, and assisted housing.
- Police stations, fire stations, vehicle and equipment storage facilities, emergency shelters, and emergency operations centers.
- Public and private utility facilities such as power, water, sewer, wastewater treatment, and communications. Note that certain projects in this category may be exempt from written authorization per [A.R.S § 48-3613](#).
- A facility or structure designated as "Critical" by the Flood Board.
- Project does not constitute a critical facility or service.

Initials: _____

Permit Number FUP _____ - _____



Project Type and Categorization

Please check of the appropriate box that corresponds to your proposed project. The review fees, review time frames, and submittal requirements are dependant upon these categories. **Please check the appropriate box that pertains to your proposed project:**

1) Complexity 1 Permit Applications (Minimal Technical Review)*

- Single Family Residence: Property >1acre, or Property <1acre
- Appurtenant Structure (Residential):
- Manufactured Homes: New, or Replacement
- Additions to Existing Residential Structures: Vertical, or Lateral
- Rehabilitation, Renovation, or Repair to Existing Residential Structures
- General Grubbing/Clearing (No Buildings, No Change in Topography)
- Walls/Fences

2) Complexity 2 Permit Applications (Detailed Technical Review – Engineering Required)*

- Single Family Residence (Construction within Floodway or Erosion Hazard Zone)
- Subdivisions/Master-planned Communities
- Commercial/Industrial Sites (Includes Power Generating Facilities)
- Mining Operation: Sand and Gravel, Copper, or Other: _____
- CLOMR/LOMR (Includes LOMR-F)
- Flood Control Structure: Levee, Dam, Floodwall, Dike, Basin, or Culvert/Bridge Crossing
- Watercourse Modification: Restoration, Channelization, Bank Stabilization
- Engineering Study (No Development Activity) WCMP ADMP/ADMS, or Other: _____

If ANY of the following conditions pertain to your project, you will be required to submit plans, reports, and/or analysis's sealed by an Arizona Registered Professional Engineer:

1. *Manufactured Homes (where the anticipated depth of flooding is greater than 1 foot at the site)*
2. *Non-Residential developments*
3. *Any project or development that exceeds 5 acres*
4. *Any project or development that is located within a Floodway*

In certain situations, residential developments on a single parcel may also be required to submit plans prepared by an engineer.

**If you are uncertain as to which category applies to your proposed project, please contact the Flood Control District at 520-866-6411*

Initials: _____

Permit Number FUP _____ - _____



Section 3: Contact Information Sheet

Applicant's Information:

Name: _____ Company Name: _____
Phone Number: _____ Alt. Phone Number: _____ E-Mail: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

Property Owner's Information:

Check here if the applicant is the property owner:

Name: _____ Company Name: _____
Phone Number: _____ Alt. Phone Number: _____ E-Mail: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

Please attach property ownership information to this permit applicant. Note that a print out from the Pinal County Assessors Parcel database (available online) may be sufficient.

Contractor's Information:

Who will complete the construction of this permit if it is approved?

Name: _____ Company Name: _____ License#: _____
Phone Number: _____ Alt. Phone Number: _____ E-Mail: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

Will there be sub-contractors? Yes or No. (If yes, please attach the sub-contractor's information to this application)

Architect or Engineer's Information

Who is the lead engineer or architect for your proposed project (if applicable)?

Name: _____ Company Name: _____ License#: _____
Phone Number: _____ Alt. Phone Number: _____ E-Mail: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

Will there be sub-contractors? Yes or No. (If yes, please attach the sub-contractor's information to this application)

Initials: _____

Permit Number FUP _____ - _____



Section 4: Property Owner Authorization Form

Authorization from the property owner is required whenever the person submitting the permit application is not the actual owner of the property where the work is taking place. For example, if the proposed project is to be completed within an easement owned by another individual, authorization is required. If the applicant is the property owner, this page can be marked as N/A. For sand and gravel operations located on state land, a copy of the state land lease specific to the parcel to be permitted and specifically allowing that use will fulfill the requirements of this form.

PROPERTY OWNER AUTHORIZATION

I hereby authorize: (name) _____
(company/agency) _____
(address) _____
(city, state, zip) _____

to file a floodplain use permit application that affects my real property located at:

[Address or legal description]

By signing this property owner authorization form, I also agree to abide by any and all conditions that may be assigned by the Pinal County Flood Control District, the Pinal County Board of Supervisors, the U.S. Government, or any other governmental entity with jurisdiction, as part of any approval of this request, including stipulations or any other requirement that may encumber or otherwise affect the use of my property. I acknowledge and agree that as the property owner I remain fully responsible and liable for any failure to comply with or any violation of the terms, conditions and stipulations of the floodplain use permit or the floodplain regulations for Pinal County.

Property Owner Signature: _____
Property Owner Printed Name: _____
Property Owner Address: _____
City, State, Zip _____
Date: _____

State of _____)
County of _____) ss.

On this _____ day of _____, 20____, before me personally appeared _____,
[Name of Signor]

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document. In witness whereof, I have set my hand and official seal:

My Commission Expires: _____

Notary Public

Initials: _____

Permit Number FUP _____ - _____



Section 5: Applicant's Bill of Rights

Regulatory Bill of Rights

To ensure fair and open regulation by districts, your regulatory bill of rights pursuant to [A.R.S. § 48-3642](#) are:

1. An applicant is eligible for reimbursement of fees and other expenses if the person prevails by adjudication on the merits against a district in a court proceeding regarding a district decision as provided in [A.R.S. § 12-348](#).
2. An applicant is entitled to receive information and notice regarding inspections as provided in [A.R.S. § 48-3643](#) (Refer to the next section).
3. An applicant is entitled to have a district not base a licensing decision in whole or in part on licensing conditions or requirements that are not specifically authorized as provided in [A.R.S. § 48-3644](#).
4. An applicant may have a district approve or deny the person's license application within a predetermined period of time as provided in [A.R.S. § 48-3645](#).
5. An applicant is entitled to receive written or electronic notice from a district on denial of a license application:
 - a. That justifies the denial with references to the statute, ordinance, regulation, executive order, delegation agreement or authorized substantive policy statement on which the denial is based as provided in [A.R.S. § 48-3645](#).
 - b. That explains the applicants right to appeal the denial as provided in [A.R.S. § 48-3645](#).
6. An applicant is entitled to receive information regarding the license application process at the time the person obtains an application for a license as provide in [A.R.S. § 48-3646](#).
7. An applicant may inspect all ordinances, regulations and substantive policy statements of a district, including a directory of documents, at the office of the district or a district website as provide in [A.R.S. § 48-3647](#).
8. Unless specifically authorized, an applicant may expect districts to avoid duplication of other laws that do not enhance regulatory clarity and to avoid dual permitting to the maximum extent practicable as provided in [A.R.S. § 48-3644](#).
9. An applicant may file a complaint with the board of review concerning an ordinance, regulation or substantive policy statement that fails to comply with this section.

Inspection Bill of Rights

To ensure fair and open inspection by districts, our Property Entry Statement and your inspection bill of rights pursuant to [A.R.S. § 48-3643\(A\)](#) are:

1. This inspection is to assess whether or not you or your property either needs a permit, license, or registration, or to assess compliance with any permit, license, or registration you may already have.
2. [A.R.S. § 48-3603](#), and the Pinal County Floodplain Ordinance adopted by the Pinal County Board of Supervisors provide legal authority for this inspection.
3. You are entitled to see the inspector's photo identification.
4. There is no fee for an inspection of a suspected Floodplain Ordinance violation. Fees for inspections of permitted work shall be \$150 for the first two inspections, and \$75 for each inspection thereafter. This fee schedule can be found in the [Pinal County Floodplain Ordinance](#) or in Appendix G of this application.
5. You may accompany the agency inspector during the inspection.
6. Inspections for Floodplain Use Permits will not involve taking of samples or original documents.
7. Statements will not be tape recorded.
8. Any statements made may be included in the inspection report.
9. The Statutes and Regulations identified above will allow you to appeal any formal action resulting from this inspection. However, noted deficiencies found during this inspection are not appealable ([A.R.S. § 48-3643\(G\)](#))
10. Any questions regarding your inspection may be directed to the inspector assigned to your permit application by calling 520-866-6411.
11. You may contact the Floodplain Administrator at 520-866-6411 to express concern or to seek further information.

I acknowledge that I have read and understand my Regulatory and Inspection Rights

Acknowledged: _____
Printed Name of Owner or Authorized Representative

Signature of Owner or Authorized Representative

Date

Initials: _____

Permit Number FUP _____ - _____



Section 7: Submittal Signature Page

In consideration for the issuance of the requested permit, the applicant, owner, agent, engineer, and their successors agree to hold the Pinal County Flood Control District harmless from any onsite or offsite damages of any kind arising from the development of the subject property in accordance with their submittals as outlined in this permit.

I/we have read and understand this warning and disclaimer of liability.

Applicant Signature: _____

Applicant Printed Name: _____

Applicant Address: _____

City, State, Zip _____

Date: _____

State of _____)

) ss.

County of _____)

On this _____ day of _____, 20____, before me personally appeared _____, [Name of Signor]

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document. In witness whereof, I have set my hand and official seal:

My Commission Expires: _____

Notary Public

Internal Use Only:

Application Received: _____

This permit application has been reviewed and is recommended for:

Approval Denial

with the following permit specific conditions:

Reviewed by: _____ **on (date):** _____
Flood Control District Reviewer

Approving Authority: _____ **on (date):** _____
Floodplain Administrator

Initials: _____

Permit Number FUP _____ - _____



Appendix A: Permit Submittal Requirements (Checklist)

Administrative Completeness Checklist for Floodplain Use Permits

Pursuant to [A.R.S §48-3645](#), each floodplain use permit that is submitted to Pinal County for review must undergo an administrative completeness check prior to receiving its substantive review. The following checklist will be used to determine if your floodplain use permit is complete or not. This checklist should not be used Technical Data Notebooks. Once the substantive review period has begun, review fees are non-refundable.

Complexity 1 Floodplain Use Permit Applications (Minimum)

- Two (2) copies of a Site Plan (Plot Plan) (*Minimum Size 8 1/2" by 11"*)
Plans must contain at least the following items:
 - North Arrow and Bar Scale for the Drawing
 - Property Lines with Dimensions, Including Easements
 - Assessor's Parcel Number and/or property address
- Two (2) copies of construction plans with sufficient detail to determine the scope of the project (*Minimum 11" by 17"*)
Plans must contain at least the following items:
 - Plan view sheet(s) with scale bar and dimensions
 - Elevation view (or Cross Section view) sheet(s) with scale bar and dimensions
- Two (2) copies of approved prerequisite permits (*if applicable*)
- Anything else needed to determine compliance with all applicable laws, codes, and regulations

Additions, Repairs, Renovations, or Rehabilitations may also require the following:

- An itemized project cost estimate determined by a licensed contractor or registered professional engineer
- A property value statement giving the value of the structure (in some cases an appraisal may be needed)

Complexity 2 Floodplain Use Permit Applications (Minimum)

- Everything required for a Complexity 1 Floodplain Use Permit
- Two (2) copies of a Drainage Report/Floodplain Analysis with plans and a CD each bound as a single document (*no staples, no loose papers, etc*)
 - The CD within the report must contain:
 - PDF copies of the report and plans
 - Electronic Model Files with Folders labeled using the model name (*e.g. HEC-1 Files, HEC-RAS Files, etc*)
- Redline copies of the previous submittals of this project with review comments (*if applicable*)
- Comment Response letter from previous permit applications (*if applicable*)
- Anything else needed to determine compliance with all applicable laws, codes, and regulations

Sand and Gravel Mining Operations will also require the following:

- Two (2) copies of a Reclamation Plan meeting the requirements of [Pinal County's Sand & Gravel Guidelines](#) (*may be included with Drainage Report/Floodplain Analysis*)

CLOMR/LOMR Submittals will also require the following:

- Two (2) copies of a Technical Data Notebook that complies with [SS1-97](#)

If your permit application is missing any of the above items it will be rejected and returned to you for corrections. Because it is impossible to create a checklist that would cover every permitting scenario, the above checklist is noted as the minimum amount of information necessary to begin the substantive review process. You will be contacted during the substantive review period if additional information is needed. You may also contact the Flood Control District at 520-866-6411 if you have questions regarding the submittal requirements for your specific project.

Initials: _____

Permit Number FUP _____ - _____



Appendix B: References and Resources (Codes, Standards, Laws, etc)

Laws/Regulations

[A.R.S § 48-3647](#) requires The Pinal County Flood Control District to publish a directory summarizing the subject matter of all of the currently applicable ordinances, codes, regulations, and substantive policy statements in one location. The current directory of documents can be found online at the following address:

<http://www.pinalcountyz.gov/Departments/PublicWorks/FloodControlDistrict/Floodplain/Pages/FloodplainRegulations.aspx>

Acceptable Computer Modeling Programs

The following list of hydrologic and hydraulic modeling programs are acceptable for use on project located in Pinal County. Please note that if a modeling program is utilized for a project within Pinal County, the electronic files as well as the input/output reports must be submitted along with this application. The use of any other modeling programs will not be accepted without the prior written consent of the Pinal County Flood Control District.

1. HEC-1
2. HEC-HMS
3. HEC-RAS
4. FLO-2D
5. HY-8
6. Culvert Master
7. Flow Master

Initials: _____

Permit Number FUP _____ - _____

Telephone: (520) 866-6411

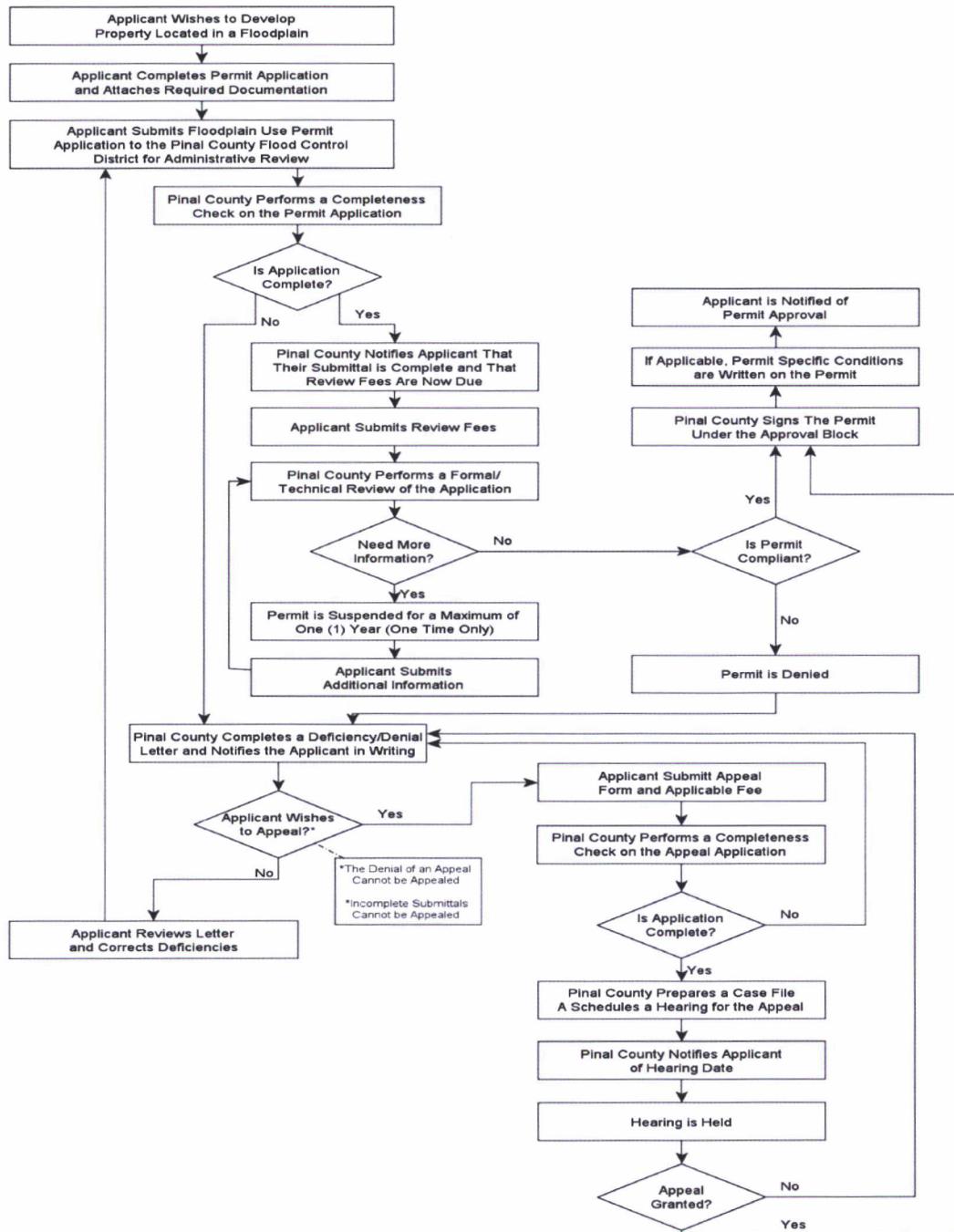
Page 13 of 18

FAX: (520) 866-6511



Appendix C: Steps Required to Obtain a Permit

Pursuant to [A.R.S. § 48-3646](#), the following flow chart outlines the permitting (licensing) process:



Initials: _____

Permit Number FUP _____ - _____



Appendix D: Licensing (Permitting) Time Frames

Pursuant to [A.R.S. § 48-3645](#), Pinal County establishes timeframes for which an Approval or Denial Statement will be issued for each type of license (permit) that it reviews. The overall time frame for each type of permit states separately the administrative completeness review time frame and the substantive review time frame.

Review time frames may be temporarily suspended under the following circumstances provided by [A.R.S. § 48-3645](#).

1. Temporary suspension for public hearings
2. Temporary suspension for state or federal approvals of licenses (permits)
3. Temporary suspension to wait for the applicant to submit additional information as requested by Pinal County

Applications that have been inactive for more than one (1) year since the date of suspension will be administratively closed.

Pinal County has considered a number of factors including partnerships with County Dependant Communities, staffing & budgetary constraints, and the overall complexity of the licenses that we issue in formulating these time frames. These time frames may be subject to modification in accordance with state statutes. These time frames include Pinal County’s review time and not the time the applicant takes responding to notices of deficiencies for either the administrative or substantive review.

The following time frames are provided for development located within floodplains in Pinal County’s area of jurisdiction as authorized by the [Pinal County Floodplain Ordinance](#).

| Permit Type | Time Frames (Working Days) | | |
|--|----------------------------|-------------|---------|
| | Administrative | Substantive | Overall |
| Floodplain Use (Complexity 1 - Permits which require a minimum of technical review) | 20 | 40 | 60 |
| Floodplain Use (Complexity 2 - Permits which require technical hydrologic or engineering review) | 30 | 60 | 90 |
| Floodplain Use (Sand & Gravel) | 30 | 60 | 90 |
| Floodplain Use (Sand & Gravel Renewal) | 30 | 60 | 90 |
| Floodplain Clearance | 5 | 10 | 15 |
| Appeal/Variance Applications | 20 | 40 | 60 |
| CLOMR/LOMR | 30 | 60 | 90 |

A working day is defined as a full eight (8) hour day between the hours of 8AM and 4:30PM local time. Working days do not include weekends (Saturdays and Sundays) or federal holidays. Permit applications submitted after 12:00PM on any given work day will be considered submitted on the following work day.

Initials: _____

Permit Number FUP _____ - _____



Appendix E: Contact Person to Provide Assistance

Pinal County Flood Control District Contact Information

Mailing Address: Pinal County Flood Control District
PO Box 727
Florence, AZ 85132

Physical Address: Pinal County Flood Control District
31 N. Pinal St, Building F
Florence, AZ 85132

Flood Control District Main Phone Number: 520-866-6411

Flood Control District Fax Number: 520-866-6511

If you have questions about Floodplain Use Permits, please contact the Floodplain Review Engineer by calling 520-866-6411 or sending an email to FloodControl@pinalcountyz.gov

If you need a Flood Zone Determination, please submit a request using the form located here:
<http://pinalcountyz.gov/Departments/PublicWorks/FloodControlDistrict/Pages/FloodInfoRequest.aspx>
Requests are typically honored within 3 working days.

To inspect or obtain copies of any of the Flood Control District's public records, please complete and submit the Public Records Request Form: <http://pinalcountyz.gov/Departments/PublicWorks/Pages/Documents.aspx>

To set up an appointment to speak with District staff about a proposed project, please call the main number at 520-866-6411.

Initials: _____

Permit Number FUP _____ - _____

Telephone: (520) 866-6411

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FAX: (520) 866-6511

**Pinal County
Flood Control District
A Division of Public Works**



Pinal County Flood Control District
P.O. Box 727
31 N. Pinal St, Building F
Florence, Arizona 85132

Appendix F: Fee Schedule

Per the [Pinal County Floodplain Ordinance](#) of 2006, the current fee schedule is:

| | |
|---|----------------|
| Floodplain Clearance | \$20.00 |
| Floodplain Use Permit: | |
| Complexity 1: Application/Review (Minimum Technical Review) | \$40.00 |
| Complexity 2: Application/Review (Technical Engineering Review) | \$2,800.00 |
| Sand and Gravel Renewal Permit. | \$500.00 |
| Inspections: | |
| Inspection (First 2 Included) | \$150.00 |
| Additional Inspections | \$75.00ea |
| Appeals/Variances: | |
| Floodplain Board of Review | \$400.00 |
| Continuance of Hearing (Applicant's Request) | \$50.00 |

Initials: _____

Permit Number FUP _____ - _____

Telephone: (520) 866-6411

Page 17 of 18

FAX: (520) 866-6511



Appendix G: Appeals Process

All requests for appeals/variances must be supported by documentation that demonstrates that the granting of such an appeal/variance would be warranted. For an appeal of a floodplain use permit denial, an appellant needs to show that their permit application would be compliant with all local, state, and federal regulations by providing documentation that supports this claim.

To submit an appeal please complete the "*Floodplain Ordinance Appeal/Variance Request Form*" and submit it to the Pinal County Flood Control District (with the appropriate fee). This form can be found on the Pinal County Flood Control District's website. Your appeal will be administratively reviewed for completeness and validity within the administrative review timeframes publish for this permit. If deemed complete and valid, your appeal will be scheduled for the next available review hearing in front of the Floodplain Board of Review or Board of Directors.

During the review hearing, the Floodplain Board of Review or Board of Directors may attach such conditions or restrictions to the granting of an appeal or variance as it determines necessary to reduce or eliminate potential threats to public safety or to public or private property resulting from the granting of the appeal or variance. The applicant, among other things, may be required to post performance bonds, assurances or other security to guarantee compliance with the conditions and restrictions imposed.

Initials: _____

Permit Number FUP _____ - _____

Telephone: (520) 866-6411

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FAX: (520) 866-6511

CONTRACT AGREEMENT

This Contract is made and entered into this ____ day of _____, 2016, by and between PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, hereinafter referred to as "PCFCD" and _____ a(n) _____ corporation/partnership/sole proprietorship), hereinafter referred to as "Contractor."

WHEREAS, Pinal County Flood Control Board of Directors has the authority to enter into this Contract under A.R.S. § 11-251; and

WHEREAS, bids have been received by Pinal County Flood Control Board of Directors 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 | g. Certification of Intentions Concerning Subcontracting |
| b. Instructions to Bidders | h. Contractor Immigration Certification |
| c. Bid, including Bid Schedule(s) | i. Noncollusion Affidavit |
| d. General Provisions | j. Affidavit of Suspension and/or Debarment |
| e. Contractor Performance Evaluation Form and Definitions | k. Project Location Map / Plans |
| f. Special Provisions and Specifications | l. Project Typical Roadway Cross-Section or Plans |
| f. Technical Provisions and Specifications, including Schedule | m. Contract Agreement Form |
| | 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. All work shall be completed within **120** calendar days from issuance of Notice to Proceed (NTP). Pinal County Flood Control Board of Directors 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. PCFCD 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. PCFCD 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 PCFCD of any of its rights herein or of any claim PCFCD may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by the Project Engineer and approval or rejection by Project Engineer within 30 days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after PCFCD approval.

6. Retention. PCFCD 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 (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 by the Project Engineer and accepted by PCFCD, with such approval and acceptance by PCFCD not being unreasonably withheld;

7.4 Contractor furnishing PCFCD 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 PCFCBOD 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 PCFCD 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 PCFCD 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 PCFCD 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 PCFCD of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by PCFCD 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.

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 _____, 2016, 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 _____, 2016, by _____.

Notary Public
My Commission Expires _____

PINAL COUNTY FLOOD CONTROL DISTRICT,
a political subdivision of the State of Arizona

By: _____
Chairman, Flood Control Board of Directors
Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM


Deputy County Attorney