

PART 100

GENERAL CONDITIONS

Section	Title	
101	Abbreviations and Definitions	1
102	Bidding Requirements and Conditions	14
103	Award and Execution of Contract.....	19
104	Scope of Work	23
105	Control of Work.....	28
106	Control of Materials.....	36
107	Legal Regulations and Responsibility to Public	41
108	Commencement, Prosecution and Progress	65
109	Measurements and Payments	74
110	Notification of Changed Conditions and Dispute Resolution	83

ABBREVIATIONS AND DEFINITIONS

101.1 ABBREVIATIONS:

Wherever the following abbreviations are used in these specifications, standard details or on the plans, they are to be construed the same as the respective expressions represented.

AASHTO	American Association of State Highway and Transportation Officials
AAN	American Association of Nurserymen
AB	Aggregate base
Aban	Abandon
ABC	Aggregate base course
AC	Asphalt cement or concrete
ACB	Asphalt concrete base
ACI	American Concrete Institute
ACP	Asbestos cement pipe
ACPA	American Concrete Pipe Association
ACWS	Asphalt concrete wearing surface
AFRB	Arizona Fire Rating Bureau
AGC	Associated General Contractors of America, Inc.
Agg	Aggregate
ADOT	Arizona Department of Transportation
Ahd	Ahead
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APA	American Plywood Association
Approx	Approximate
APWA	American Public Works Association
AR	Aged residue
ARS	Arizona Revised Statutes
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
Asph	Asphalt
ASTM	American Society for Testing Materials
Ave	Avenue
AWPA	American Wood Preservers Association
AWSC	American Welding Society Code
AWWA	American Water Works Association
Bbl	Barrel
BC	Beginning of curve
BCR	Beginning of curb return
Beg	Beginning
Bk	Book or Back
Bld	Boulevard
BM	Bench Mark or Board Measure
Brg	Bearing
BST	Bituminous Surface Treatment
BTB	Bituminous Treated Base
BTU	British Thermal Units
BVC	Beginning of vertical curve
C	Centigrade or Curb
CB	Catch Basin
CBF&C	Catch basin frame & cover

CC or C/C	Center to Center
CE	City or County Engineer
Cem	Cement
CF	Curb face
cfs	Cubic Feet per second
CIP	Cast Iron pipe
CIPP	Cast-in-place concrete pipe
CL or C	Centerline
Cm	Centimeter
CMP	Corrugated metal pipe
CO	Clean out
Col	Column
Conc	Concrete
Const	Construct
CP	Concrete pipe (non-reinforced)
CTB	Cement Treated Base
Cu	Cubic
Deg	Degree
DF	Douglas Fir
DG	Decomposed granite
Dia	Diameter
Dim	Dimension
DIP	Ductile Iron Pipe
Div	Division
Dr	Drive
Drwg	Drawing
Dwy	Driveway
Ea	Each
Ease	Easement
E	East
EC	End of curve
ECR	End of curb return
El or Elv	Elevation
Equa or Eq	Equation
EVC	End of vertical curve
Ex or Exist	Existing
F	Fahrenheit
FB	Field book
F & C	Frame & cover
FH	Fire hydrant
FL or F	Floor line or flow line
Fl El	Floor Elevation
Fnd	Found
fps	Feet per second
FS	Finished surface
FSS	Federal Specifications and Standards
Ft	Foot or feet
G	Gutter
Ga	Gage
Galv	Galvanized
GL	Ground line
Gpm	Gallons per minute

Gr	Grade
H	High or height
HC	House connection
Hdwl	Headwall
Horiz	Horizontal
Hwy	Highway
ICA	Industrial Commission of Arizona
ID	Improvement District or inside diameter
IE	Invert Elevation
IEEE	Institute of Electrical and Electronic Engineers
In	Inch
Inv	Invert
IP	Iron Pipe
IPS	Iron Pipe Size
Irrig	Irrigation
Jt	Joint
JC	Junction Chamber
Jct	Junction
JS	Junction Structure
L	Length
Lb	Pound
L&T	Lead and tack
LD	Local depression
LF	Linear Feet
LH	Lamp hole
Lin	Linear
Long	Longitudinal
Lt	Left
M	Map or maps
MAG	Maricopa Association of Governments
Max	Maximum
MCR	Maricopa County Records
Meas	Measured
MH	Manhole
MHF&C	Manhole frame and cover
Min	Minutes or minimum
Misc	Miscellaneous
ML or M	Monument line
mm	Millimeter
Mon	Monolithic or monument
MTD	Multiple tile duct

N	North
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NE	Northeast
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NP	Non-plastic
NPI	Non pay item
NSC	National Safety Council
NSF	National Sanitation Foundation
NW	Northwest
No	Number
OC	On center
OD	Outside diameter
Oz	Ounces
P.C	Point of curvature
PCC	Point of compound curve or Portland Cement Concrete
PI	Point of intersection or plastic index
PL	Property line
POC	Point of Curve
POS	Point of Spiral
PP	Power pole
ppm	Parts per million
PRC	Point of reverse curve
Prod	Produced
Prop	Proposed or property
psi	Pounds per square inch
psf	Pounds per square foot
PT or POT	Point of Tangent
P&TP	Power and telephone pole
Pvmt	Pavement
Q	Rate of flow
R	Radius
RC	Reinforced concrete
RCP	Reinforced concrete pipe
Rd	Road
Rdwy	Roadway
Reinf	Reinforced, Reinforcing
Ret Wall	Retaining Wall
RGRCP	Rubber Gasket Reinforced Concrete Pipe
rpm	Revolutions Per Minute
Rt	Right
R/W	Right-of-way
S	South or slope
SAE	Society of Automotive Engineers
San	Sanitary
SC	Spiral to Curve
SCCP	Steel cylinder concrete pipe
SD	Storm drain or Sewer District

Sdl	Saddle
Sec	Seconds
Sect	Section
SE	Southeast
Sht	Sheet
Spec	Specifications
SPR	Simplified Practice Recommendation
Sp MH	Special manhole
Sq Ft Yd	Square Foot, Yard
SS	Sanitary sewer
St	Street
Sta	Station
Std	Standard
Str gr	Structural grade
Struct	Structure or structural
SW	Southwest
T	Tangent Distance
Tel	Telephone
Temp	Temporary
TH	Test hole
TP	Telephone pole
Tr	Tract
Trans	Transition
TS	Traffic signal or Tangent to spiral
TSC	Traffic signal conduit
Typ	Typical
UL	Underwriters' Laboratories Inc.
USC & GS	United States Coast and Geodetic Survey
USGS	United States Geological Survey
V	Velocity of flow
VC	Vertical curve
VCP	Vitrified clay pipe
Vert	Vertical
W	West or width
WI	Wrought iron
WS	Wearing surface
Wt	Weight
Yd	Yard
'	feet or minutes
"	inches or seconds
°	degrees
%	percent
#	number or pound
@	at
/	per
=	equals

Municipality	Supplements
MC:	<p>101.1: Abbreviations</p> <p>ADEQ Arizona Department of Environmental Quality</p> <p>HA Hectare</p> <p>SWPPP Stormwater Pollution Prevention Plan</p>

Municipality	Supplements
SC:	<p>101.1 ABBREVIATIONS:</p> <p>COS = City of Scottsdale</p>

101.2 DEFINITIONS AND TERMS:

Whenever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Addendum: A supplement to any of the Contract Documents issued, in writing, after advertisement of but prior to the opening of bids for a contract.

Advertisement: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

Agency: The governmental agency for which the construction is being done, either by permit or contract.

Architect: The individual or firm who has accomplished the architectural services for the project, including his representatives.

Award: The formal action of the governing body is accepting a proposal.

Backfill: Material placed in an excavated space to fill such space. For trenches, this space will be the area from 1 foot above the top of the pipe or conduit to the existing or proposed finished grade of pavement.

Base Course: The upper course of the granular base of a pavement or the lower course of an asphalt concrete pavement structure.

Bedding: Is the material placed in the area from the bottom of the trench to 1 foot above the top of the pipe or conduit.

Bidder: Any qualified individual, firm, partnership, corporation or combination thereof, acting directly or through a duly authorized representative who legally submits a proposal for the advertised work.

Board of Supervisors: The Maricopa County Board of Supervisors acting under the authority of the laws of the State of Arizona.

Bond Issue Project: A project financed from bonds issued by the City or County pledging credit or a revenue resource.

Bridge: A structure, including supports, erected over a depression or an obstruction, as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than 20 feet between undercopings of abutments or extreme ends of openings for multiple boxes.

(Length) The length of a bridge structure is the over-all length measured along the line of survey stationing back to back of backwalls of abutments, if present, otherwise end to end of the bridge floor; but in no case less than the total clear opening of the structure.

(Roadway Width) The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom or curbs or guard timbers or in the case of multiple height of curbs, between the bottom of the lower risers.

Budget Project: A project financed by funds from General Tax levies and shared revenue funds set aside in the annual budget

adopted by the Council or Board of Supervisors.

Building: Any structure built for the support, shelter, or enclosure of persons, animals, chattel or movable property.

Building Code: A regulation adopted by the governing body establishing minimum standards of construction for the protection of the public health, safety, and welfare in terms of measured performance rather than in terms of rigid specification of materials and methods.

Calendar Day: Everyday shown on the calendar.

Call for Bids: The standard forms inviting proposals or bids.

“Careful and prudent manner” means conducting excavation in such a way that when it approaches within twenty-four inches of the underground facility located and marked by the owner or operator, by stakes, paint or in some customary manner, the exact location is manually determined, and the uncovered facility is supported and protected.

Change Order: A written order issued by the Engineer to the Contractor to make changes in the work or to perform extra work, and setting forth conditions for payment and/or adjustment in time of completion.

City: A municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona.

City/County Clerk: The duly authorized person who performs the duties of clerk for the Contracting Agency.

Completion Time: The number of calendar days for completion of an act, including authorized time extensions. In case a calendar date of completion is shown in the proposal in lieu of the number of calendar days, the contract shall be completed by that date. The time within which an act is to be done shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.

Conflicting Utility: An existing utility, shown or not shown on the plans is conflicting when any part of the utility falls within the dimensions of the new installation, such that it would be in physical contact with the new installation.

Construction Project: The erection, installation, remodeling, alteration, of durable facilities upon, under, or over the ground. This shall include, but is not limited to buildings, roadways and utility pipes, lines, poles or other structures.

Contingent Bid Item: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Contract: The written instrument executed by the Contractor and the Contracting Agency by which the Contractor is bound to furnish all labor, equipment, and materials and to perform the work specified, and by which the Contracting Agency is obligated to compensate the Contractor therefor at the prices set forth therein. The Contract Documents are herewith by reference made a part of the contract as if fully set forth therein.

Contract Documents: All the integral documents of the contract, including but not limited to, Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Proposal, Addenda, Performance Bond, Payment Bond, Certificates of Insurance, Ordinance, Contract, and Change Orders.

Contracting Agency: The legal entity that has contracted for the performance of the work or for whom the work is being performed.

Contractor: The individual, firm, partnership, corporation or combination thereof entering into a contract with the Contracting Agency to perform the advertised work.

Council: The City Council which by law constitutes the Legislative Department of the City.

County: Maricopa County, organized and existing under and by virtue of the laws of the State of Arizona.

Culvert: Any structure not classified as a bridge, which provides an opening under or adjacent to the roadway.

Days: Unless otherwise designated, days will be understood to mean calendar days.

Emergency: Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under the Contract Documents, or which endanger life or property and call for immediate action or remedy.

Engineer: The person, appointed as City or County Engineer by the Council or the Board of Supervisors, acting directly or through his duly authorized representative.

Equipment: (Construction) — All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) — All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.

Extra Work: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope.

Flooding: Flooding will consist of the inundation of the entire lift with water, puddled with poles or bars to insure saturation of the entire lift.

Force Account Work: Work done by personnel of the Contracting Agency as in-house work.

Foundation: For buildings or structures, this will be the substructure. For pipe this will be the native material or prepared material on which the pipe rests; normally, this is the bottom grade line of the trench.

Full Depth Pavement: An asphalt concrete pavement structure in which the granular base and subbase are replaced by proportionate thicknesses of asphalt concrete.

Improvement District Project: A project financed by assessments against the property included in a special assessment district authorized under, or implemented by an act of the legislature of the State and/or a procedural ordinance of the City or County.

Inspector: The Engineer's authorized representative assigned to make detailed inspections of contract performance.

Jetting: Jetting is the densification of material, using a continuous supply of water, under pressure, transmitted to the material through a rigid pipe of sufficient length to reach the bottom of the lift being densified. In all cases, the entire lift will be completely saturated working from the top to the bottom.

Laboratory: The established materials testing laboratory of the Contracting Agency's Engineering Department, or other laboratories acceptable to and/or authorized by the Engineer to test materials and work involved in the Contract.

Major Item: A major item shall be the total of any item of work and/or materials specified in the bid schedule that exceeds the amount established in Table 109-1.

Materials: Any substance specified in the project, equipment and other material used or consumed in the performance of the work.

Median: The portion of a divided highway separating the roadways used by traffic going in opposite directions.

Non Pay Item: An item of work for which no separate payment will be made under the proposal, but which must be included as an incidental cost for payment on an associated item included in the proposal.

Notice of Award: A letter from the City or County Clerk advising the Contractor that he is the successful bidder and the Council or Board of Supervisors has accepted his proposal.

Notice to Proceed: A directive issued by the Engineer, authorizing the Contractor to start the work or improvements required in the Contract.

Obligee: One to whom another is obligated.

Open Trench: The excavated area shall be considered as open trench until all the aggregate base course for pavement replacement has been placed and compacted or, if outside of a pavement area, until the excavated area is brought to finish grade or natural grade.

Owner: The City or County, acting through its legally constituted officials, officers or employees.

Pavement: Any surfacing of streets, alleys, sidewalks, courts, driveways, etc., consisting of mineral aggregate bound into a rigid or semi-rigid mass by a suitable binder such as, but not limited to, portland cement or asphalt cement.

Pavement Structure: The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

Pay Item: A detail of work for which separate payments are to be made under the Contract, as specified in the proposal.

Payment Bond: The security provided by the Contractor solely for the protection of claimants, supplying labor and materials to the Contractor or his Subcontractors.

Performance Bond: The security provided by the Contractor solely for the protection of the Contracting Agency and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof.

Permit: The license to do construction in public rights-of-way and/or easements; issued by an Agency to a Contractor working for another party.

Plans: All approved drawings or reproductions thereof pertaining to the work and details therefore, which are made a part of the Contract Documents.

Plant: The Contractor's and/or subcontractor's facilities, including but not limited to small tools and mobile equipment, located on and/or offsite, necessary for preparation of materials and prosecution of work for the project.

Principal: The individual, firm or corporation primarily liable on an obligation, as distinguished from a surety.

Profile Grade: The trace of a vertical plan intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

Project: A specific coordinated construction or similar undertaking identified by a single project number and bid and awarded as one contract. On occasion two or more projects may be bid and awarded as a single contract.

Proposal: The offer of a bidder on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form: The approved form on which the Contracting Agency requires bids to be prepared and submitted for the work.

Proposal Guarantee: The security furnished with a bid to guarantee that the bidder will enter into the contract if his bid is accepted.

Proposal Pamphlet: The book or pamphlet pertaining to a specific project, containing proposal forms, special provisions and other information necessary for and pertinent to the preparation of the proposal or bid.

Referred Documents: On all work authorized by the Contracting Agency, any referenced documents in the specification, i.e., Bulletins, Standards, Rules, Methods of Analysis or test. Codes and Specifications of other Agencies, Engineering Societies or Industrial Associations, refer to the Latest Edition thereof, including Amendments, which are in effect and published at the time of Advertising for Bids or the issuing of a permit for the work, unless otherwise stated.

Right-of-way: A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to a street, highway, or other public improvement.

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

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

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

Roadway: The portion of the right-of-way intended primarily for vehicular traffic, and including all appurtenant structures and other features necessary for proper drainage and protection. Where curbs exist, it is that portion of roadway between the faces of the curbs.

Sewers: Conduits and related appurtenances employed to collect and carry off water and waste matter to a suitable point of final discharge.

Shop Drawings: Drawings or reproduction of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcing steel, installed equipment and installation of systems, or any other supplementary plans or similar data, which the Contractor is required to submit for approval.

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

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

Special Provisions: The special conditions, requirements, additions, and/or revisions to the Standard Specifications, applicable to the work, to cover conditions or requirements peculiar to the project under consideration.

Specifications: The descriptions, directions, provisions, and requirement for performing the work as contained in the Contract Documents.

Standard Details: Uniform detail drawings of structures or devices adopted as Standard Details by the Engineer.

Standard Specifications: Uniform general specifications adopted as Standard Specifications by the Engineer.

Storm Drain: Any conduit and appurtenance intended for the reception and transfer of storm water.

Street: Streets, avenues, alleys, highways, crossings, lanes, intersections, courts, places, and grounds now open or dedicated or hereafter opened or dedicated to public use and public ways.

Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, sewers, service pipes underdrains foundation drains, fences, swimming pools, and other features which may be encountered in the work and not otherwise classed herein.

Subbase: The lower course of the base of a roadway, immediately above the subgrade.

Subcontractors: Those having direct contracts with the Contractor and those who furnish material worked into a special design

according to the Plans and Specifications for the work, but not those who merely furnish material not so worked.

Subgrade: The supporting structures on which the pavement and its special undercourses rest.

Substructure: All of that part of the structure or building below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls and wing protection railings.

Superintendent: The Contractor's authorized representative in responsible charge of the work.

Superintendent of Streets: The person duly appointed by the Council of the Contracting Agency, as provided by Sections 9-601 and 11-701 of the Arizona Revised Statutes.

Superstructure: The entire structure or building except the substructure.

Supplemental Specifications: Additions and revisions to the Standard Specifications that are adopted subsequent to issuance of the printed book.

Supplementary General Conditions: Requirements, or revisions, to the Standard General Conditions, applicable to the work, and to cover conditions or requirements peculiar to the project under consideration.

Surety: The individual, firm or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

Surface Course: The finished or wearing course of an asphalt concrete pavement structure.

Title or Headings: The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Township, City, Town or District: A subdivision of the County used to designate or identify the location of the proposed work.

Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

“Underground Facility” means any item which shall be buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraphic communications, electric energy, oil, gas or other substances, and shall include, but not be limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those portions of poles and their attachments below ground.

Utility: Pipe lines, conduits, ducts, transmission lines, overhead or underground wires, railroads, storm drains, sanitary sewers, irrigation facilities, street lighting, traffic signals, and fire alarm systems, and appurtenances of public utilities and those of private industry, businesses or individuals solely for their own use or use of their customers which are operated or maintained in, on, under, over or across public right-of-way or public or private easement.

Waterworks (Water Supply System): The reservoirs, pipe lines, wells, pumping equipment, purification works, mains, service pipes, and all related appliances and appurtenances utilized in the procurement, transportation and delivery of an adequate, safe, and palatable water supply for the Contracting Agency.

Work: Any or all of the improvements mentioned and authorized to be made, and the construction, demolition, reconstruction, and repair of all or any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.

Working Day: A calendar day, exclusive of Saturdays, Sundays, and Contracting Agency recognized legal holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations 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.

Municipality	Supplements
MC:	<p data-bbox="318 243 646 270">101.2:Definitions and Terms:</p> <p data-bbox="318 306 518 333">Add the following:</p> <p data-bbox="318 369 1422 426">Americans With Disabilities Act of 1990: “(ADA)” as the act that makes it unlawful to discriminate in employment and service provision, against a qualified individual with a disability.</p> <p data-bbox="318 462 1471 518">Certified Laboratory: An AASHTO accredited laboratory, certified in the relevant engineering materials and testing specialty areas(s) referenced in the Contract Documents.</p> <p data-bbox="318 554 1471 611">County: The Maricopa County Department of Transportation, acting through its legally constituted officials, officers, or designated employees.</p> <p data-bbox="318 646 1471 703">Maricopa County Minority Business Office: "(MBO)": The office responsible for administering the Maricopa County Minority and Woman-Owned Business Enterprise Program.</p> <p data-bbox="318 739 1390 795">Maricopa County Minority and Woman-Owned Business Enterprise Program: "(MBE/WBE)" as being the program adopted by the Board of Supervisors, effective January 1, 1992.</p> <p data-bbox="318 831 1471 858">Maximum Density: The maximum dry density of soil obtained from the procedures defined in Section 301.3.</p> <p data-bbox="318 894 1438 951">Metric ‘Hard’ Conversion: An English measurement is approximated with a new, rounded, rationalized Metric number that is convenient to remember and work with.</p> <p data-bbox="318 987 1471 1073">Metric ‘Soft’ Conversion: An English measurement is mathematically converted to its exact (or nearly exact) Metric equivalent, used primarily to convert the measurements of standard/ proprietary products available only in specific sizes.</p> <p data-bbox="318 1108 797 1136">The following definitions are revised to read:</p> <p data-bbox="318 1171 1114 1199">Force Account Work: Work performed in accordance with Section 109.5</p> <p data-bbox="318 1234 1446 1291">Professional Engineer: A person who has a current engineering registration granted by the Arizona State Board of Technical Registration in one or more branches of engineering recognized by the board.</p> <p data-bbox="318 1327 1471 1383">Professional Geologist: A person who has a current registration as a geologist granted by the Arizona State Board of Technical Registration.</p>

Municipality	Supplements
SC:	<p data-bbox="347 1509 764 1537">101.2 DEFINITIONS AND TERMS:</p> <p data-bbox="347 1543 1471 1600">Electrical Conductors: Primary conductors shall be those conductors designed with a rating capacity of 12.5 kV or less, single phase or three phase, or conduits designed or intended to carry those lines.</p> <p data-bbox="347 1635 1471 1692">Service conductors shall be those electrical lines designed for direct service to commercial, industrial, residential, streetlight, or other direct users, or conduits designed or intended to carry those lines.</p> <p data-bbox="347 1728 1008 1755"><i>Delete the definition of “Engineer” and substitute the following:</i></p> <p data-bbox="347 1791 1471 1894">Engineer: For all bond and Capital Improvement projects, the Engineer shall be the Municipal Services General Manager acting directly or through a duly authorized representative. For all Improvement District projects, the Engineer shall be the Municipal Services General Manager acting directly or through a duly authorized representative. For all Private development projects, the Engineer shall be the Development and Quality</p>

	Compliance Director acting directly or through a duly authorized representative. For all references throughout Section 430 Landscape and Planting and Section 440 Sprinkler Irrigation System Installation, the Engineer shall be the COS Parks Department Landscape Specialist acting directly or through a duly authorized representative.
--	--

101.3 In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where contemplated required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned, it shall be understood as if the expression were followed by the words by the Engineer or to the Engineer.

Municipality	Supplements
SC:	<p>101.3 Also, in order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever MAG Uniform Standard Specifications (or Details) for Public Works Construction are referenced using, for example, such phrases as MAG Detail No.____, MAG Standard Detail No. ____, MAG Standard Specification Section ____, MAG Section No.____, etc., it shall be understood as if the phrase were followed by the words, "as amended by the COS Supplement, latest version." Similarly, it is provided that whenever a COS Supplement to MAG Uniform Standard Specifications (or Details) for Public Works Construction are referenced using, for example, such phrases as COS Detail No. ____, COS Supplemental Detail No.____, COS Supplemental Specification Section ____, COS Section No.____, etc., it shall be understood as if the phrase were followed by the words, "as it amends the MAG Uniform Standard Specifications (or Details) for Public Works Construction, latest version."</p>

BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:

The employment of Contractors and Subcontractors on Public Works shall be governed by the provisions of Section 34-241 of the Arizona Revised Statutes.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

The prospective bidder may examine and/or purchase plans, special provisions, and proposal pamphlets at the Engineering Office of the Contracting Agency advertising for bids.

The proposal pamphlet will state the location of the contemplated construction; give the description of the various quantities of work to be performed or materials to be furnished, and have a bid schedule of pay items for which unit bid prices are invited. In addition, it will state the form and amount of the proposal guarantee, the time in which the work shall be completed and include additional instructions not included in these specifications.

The plans, the standard specifications, the standard details, the special provisions, the contracting agency's supplements and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In a case of a discrepancy or conflict, the order in which the various documents shall govern is as follows from highest to lowest: special provisions, plans, agency's supplements to the standard specifications, agency's supplements to the standard details, standard specifications and standard details.

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein.

102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL:

The quantities appearing in the proposal are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract at the unit bid price in the proposal.

After the contract is awarded the quantities of work listed by any pay item, or all pay items, may be increased or decreased a reasonable amount at the discretion of the Contracting Agency, without in any way invalidating the unit bid price.

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:

The Contracting Agency will prepare plans and special provisions in accordance with acceptable engineering standards, giving such direction as will enable any competent Contractor to carry them out.

The bidder shall examine the site of the proposed work and all documents pertaining to the work. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished.

Logs of the test holes, ground water levels, and any accompanying soil reports as furnished by the Contracting Agency are furnished for general information only. The field condition so set forth shall not constitute a representation or warranty, expressed or implied, that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the site conditions.

After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained.

Municipality	Supplements
SC:	<p>102.4 Examination of Plans, Special Conditions and Site of Work: <i>At the end of the third paragraph, add the following:</i> If no information is given, i.e. soils report or logs of test bores, bidders shall make their own investigations and form their own estimates of the surface and sub-surface conditions of the project, especially in the vicinity of utilities.</p>

102.5 PREPARATION OF PROPOSAL:

The bidder shall submit his proposal on the forms obtained from the Contracting Agency. The bidder shall specify a unit bid price and extension in words, figures or both, whichever is required, for each pay item where units and approximate quantities are given.

The proposal total will be obtained by adding the extension amount or lump sum indicated for the individual pay items. If there is a conflict between words and figures, the words shall apply. If there is a conflict between the unit bid price and the extension for a particular pay item, the unit bid price shall govern. In either case, the Contracting Agency shall correct the discrepancy in accordance with the above procedure and the corrected proposal total will apply.

In addition, the following shall be completed by the bidder on the proposal:

- (A) Acknowledge receipt of and agree that the proposal is based on the listed Addenda received with and/or after receipt of the proposal pamphlet.
- (B) Note the bidders Arizona State Contractor's License number and classification.
- (C) Signatures in ink and attested or witnessed as applicable.

Municipality	Supplements
MC:	<p>102.5 PREPARATION OF PROPOSAL</p> <p>Revise the third paragraph of Section 102.5 to read:</p> <p>102.5.1 Proposal Preparation:</p> <p>Contractor shall submit the entire construction specifications document intact and shall complete and submit the following documents with its bid:</p> <ul style="list-style-type: none"> (A) No Collusion Affidavit - form must be filled out, signed and notarized. (B) Verification of License - form must be filled out, dated and signed. (C) MBE/WBE Assurance Affidavit - select one of two options, sign and notarize form. (D) Proposal - appropriate sections of the form must be filled out, addenda listed, if any, and signed. (E) Bidding Schedule - must include unit costs, amounts per bid item, and total bid amount. Addenda, if any, must be listed. All notations in the bidding schedule must be legible and in pen or ink. (F) Surety Bond - proposals must be accompanied by a certified check, cashiers check, or a surety bond for an amount equal to ten percent (10%) of the total amount bid. (G) All addenda issued by the County for the specific project must be included with the bid and noted on the second page of the proposal. <p>Other forms - execution of the Contract, submittal of the Performance/Payment Bond and the Certificate of</p>

	<p>Insurance is not required at the time of bid submittal. These documents must be submitted to the County by the successful bidder at time of contract execution.</p> <p>Contractor may be required to provide proof of satisfactory completion of similar public works projects.</p> <p>Add the following to Section 102.5:</p> <p>It shall be the responsibility of the prospective bidder to determine, prior to the submittal of its bid, if any addenda to the project have been issued by Maricopa County Department of Transportation. All addenda issued, if not already bound in the Special Provisions, shall be submitted by bidder with its bid and noted in the proposal section. All quantity adjustment, required as a result of the addendum, shall be reflected on the bidding schedule in pen and ink.</p> <p>Bids which do not reflect the appropriate changes on the bidding schedule, do not have all issued addenda attached and noted in the proposal section of the Contract, will be rejected by the County.</p> <p>Prospective bidders may call Maricopa County Department of Transportation in order to ascertain if addenda have been issued for this project.</p>
--	--

102.6 SUBCONTRACTORS' LIST:

When required, the List of Subcontractors' form will be attached to the proposal pamphlet. The bidder shall submit this form with his proposal, in a separate sealed envelope, listing the firm name and business address of each specialty subcontractor to whom he proposes to subcontract any portion of the work. Only one name shall be listed for each category.

The bidder may list himself to perform one or more of the listed categories of work for which he has any requisite State licenses when required.

Municipality	Supplements
MC:	<p>102.6 Subcontractors' List: Section 102.6 add the following:</p> <p>The Contractor shall submit to the County with the Bid documents a listing of all major Subcontractors and Material Suppliers the Contractor intends to use in the performance of the work specified in this contract. In determining the amount of work assigned to each Subcontractor, the Contractor shall adhere to the mandates set forth in Section 108.2, Subsection E, of the MAG Uniform Standard Specifications.</p>

102.7 IRREGULAR PROPOSALS:

Proposals will be considered irregular and may be rejected for the following reasons:

- (A) If the proposal is on a form other than that furnished by the Contracting Agency; or if the form is altered or any part thereof is detached.
- (B) If there are unauthorized additions, statements, conditional or alternate bids, or irregularities of any kind.
- (C) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (D) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.

(E) If, when required, the bidder fails to accomplish and submit the List of Subcontractors' form.

102.8 PROPOSAL GUARANTEE:

No proposal will be read unless accompanied by a proposal guarantee in the proper amount and in the form provided in the proposal pamphlet. The guarantee shall be made payable and acceptable to the Contracting Agency as a guarantee that the bidder, if awarded the contract, will execute the contract documents and furnish the required bonds and certificates of insurance to be forfeited if the Contractor fails or refuses to enter into a contract as required by the bid documents.

The proposal guarantee shall be in the form of a certified check, cashiers check, or surety bond for ten percent of the amount of the bid. The surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The surety bond shall not be executed by an individual surety or sureties. In addition, said company or companies shall be rated "Best A-" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

102.9 SUBMISSION OF PROPOSAL:

The proposal and proposal guarantee shall be submitted in a sealed envelope. The outside, lower right-hand corner of which shall be marked as follows:

Bid of _____, Contractor
For _____ Project No. _____ Contracting Agency

Envelopes shall be mailed or delivered to the office of the Contracting Agency, and must be received before the time and date specified in the Call for Bids or any Addenda.

Proposals received after the time and date specified will be returned, unopened, to the bidder.

102.10 WITHDRAWAL OR REVISION OF PROPOSAL:

Any bidder may withdraw or revise a proposal after it has been deposited with the Contracting Agency, provided his request is received by the Contracting Agency, in writing or by telegram, before the time specified for opening proposals or as stipulated herein.

Municipality	Supplements
PH:	2.10 Withdrawal or Revision of Proposal Pursuant to the provisions of Section 2-188 of the City Code, the low bidder may file a request to withdraw his or her bid with the City Clerk.

102.11 PUBLIC OPENING OF PROPOSALS:

Proposals will be opened and read publicly at the time and place specified in the Call for Bids or any Addenda. Bidders, their authorized agents and other interested parties are invited to be present.

When proposals for more than one project are to be opened at the same time, any bidder may, after the time set for the opening proposals, request to withdraw his second or succeeding proposal prior to the opening of proposals for that project. Should this occur, there will be a brief delay in the opening of proposals to permit the bidder to submit his request. Upon receipt of the bidder's written request, by the Contracting Agency, his proposal will be returned unopened.

102.12 DISQUALIFICATION OF BIDDERS:

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- (A) Receipt of more than one proposal for the same work from an individual, partnership or corporation under the same or different names.
- (B) Evidence of collusion among bidders or assistance from any officer of the Contracting Agency, or of any Department thereof.

Municipality	Supplements
ME:	<u>Subsection 102.12</u> Submission of any unit prices in the bid proposal which are unbalanced, either above or below the amount of a reasonable bid price as determined by the City Engineer, to the potential detriment of the contracting agency.

102.13 SUCCESSFUL BIDDERS:

Unless otherwise specified in the proposal pamphlet, the successful bidder may obtain 7 sets of plans and special provisions, for the project from the Contracting Agency, at no cost.

AWARD AND EXECUTION OF CONTRACT

103.1 CONSIDERATION OF PROPOSALS:

After the proposals, for the contemplated work, have been opened and read as provided in these specifications, the respective totals will be checked and compared by the Contracting Agency. The basis of comparison will be to verify the accuracy of the total proposal by checking the extensions and additions. In the event of a discrepancy, in the amount bid for a pay item, the unit bid price will govern unless obviously in error. The results of such comparison will be considered public information.

The right is reserved to award the contract to the lowest and/or best responsible bidder, or to reject all proposals and to readvertise for any reason the Contracting Agency determines.

In case all proposals are rejected, any subsequent changes, additions, addenda, or new sets of plans and special provisions will be provided to all purchasers of the first issue of the plans and special provisions at no additional charge, except that out-of-town bidders will pay shipping charges.

103.2 RETURN OF PROPOSAL GUARANTEE:

All proposal guarantees, except those of: the two lowest responsible bidders on Bond Issue and Budget Projects; the lowest responsible bidder or the lowest responsible bidders of alternative plans and specifications on Improvement District Projects, will be returned immediately following the opening and checking of proposals. The retained proposal guarantee or guarantees will be returned immediately after the contract documents have been executed by all parties.

103.3 AWARD OF CONTRACT:

The Contracting Agency, through its duly authorized body or agent will award the contract to the lowest and/or best responsible bidder, or all proposals will be rejected, as soon as practicable after the date of opening proposals.

No proposal shall be withdrawn for a period of 50 days after opening without consent of the Contracting Agency through the body or agent duly authorized to accept or reject the proposal except that in the case of Federally-assisted projects, or other projects award of which is conditioned on the approval of an agency not under the control of the Contracting Agency, withdrawal shall be made within a period of 50 days after opening without such consent.

If written notice of the acceptance of a proposal is delivered to the successful bidder within the times noted above, or at any time thereafter before such proposal has been withdrawn, the bidder shall execute and deliver a contract in the prescribed form, within 10 days after receipt of such notice or his proposal guarantee shall be forfeited as provided elsewhere herein. Concurrently with the contract, the Contractor shall submit all documentation required to enable the agency to execute the contract.

The successful bidder will be furnished a Notice of Award on:

- (A) Bond Issue or Budget Projects by letter, to the address shown on the proposal.
- (B) Improvement District Projects by publication in accordance with the requirements of Arizona Revised Statutes, Section 9-681.

103.4 CANCELLATION OF AWARD:

The Contracting Agency reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties, without any liability against the Contracting Agency.

103.5 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond in an amount equal to the full contract amount conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the

Contracting Agency awarding the contract.

(B) A Payment Bond in an amount equal to the full contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgement such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best A-" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

103.6 CONTRACTOR'S INSURANCE:

103.6.1 General: The Contractor shall agree to carry all insurance which may be required by Federal and State Laws, County and City Ordinances, Regulations and Codes. Neither the Contractor nor any subcontractor shall commence work under a contract until the Contracting Agency has approved the insurance. The entire project covered by the contract will be at the Contractor's risk until final acceptance by the Contracting Agency.

Concurrently with the submittal of the contract, the Contractor shall furnish the Contracting Agency the following:

(A) Public Liability and Property Damage Insurance: The Contractor shall provide and maintain, during the life of the contract, General Liability, Automobile Liability, and Worker's Compensation Insurance as follows:

INSURANCE	MINIMUM LIMITS OF LIABILITY
GENERAL LIABILITY	\$1,000,000 Combined Single Limit —
Comprehensive Form	
Premises/Operations	
Underground Explosion	
and Collapse Hazard	
Exclusions Deleted	
(where applicable)	
Products/Completed	
Operations	
Contractual	
Independent Contractors	
(OCP)	
Broad Form Property Damage	
Personal Injury With Exclusion	
"C" Deleted	
AUTOMOBILE LIABILITY	\$1,000,000 Combined Single Limit
Owned	
Hired	
Non-Owned	
EXCESS LIABILITY	As required
Umbrella Form	
WORKER'S COMPENSATION & EMPLOYERS' LIABILITY	Statutory Limits
BUILDER RISK/COURSE OF CONSTRUCTION	As required

The Contracting Agency shall have no responsibility or liability for such insurance coverage.

The Contractor shall furnish a Certificate of Insurance on a form approved by the Contracting Agency. The Certificate shall be issued by an insurance company authorized to transact business in the State of Arizona, or be named on the list of Unauthorized Insurers maintained by the Arizona Department of Insurance. Insurance coverage shall not expire until all the work has been completed and the project has been accepted by the Contracting Agency. If an insurance policy does expire during the life of the contract, the Contractor shall provide a renewal certificate of the required insurance coverage to the Contracting Agency not less than thirty (30) days prior to the expiration date.

(B) **Worker's Compensation and Employer's Liability:** A Letter of Certification, from the Industrial Commission of Arizona, that the Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a Certificate of Insurance issued by an insurance company authorized by the Arizona Department of Insurance to provide Workmen's Compensation and Employer's Liability Insurance in the State of Arizona.

(C) **Builders Risk/Course of Construction:** When the project includes construction of a new building or addition to an existing building, the Contractor shall also obtain insurance coverage for at least, as a minimum, the perils of fire, extended coverage, vandalism and malicious mischief for the full amount of the contract. The Contractor shall be responsible for any deductibles, mutual waiver of subrogation and any co-insurance for the construction that is the subject of this contract.

(D) **Additional Insured:** The Contracting Agency, its officers, agents and employees shall be named as insureds on policies listed in (A) and (C) and this shall also be indicated on the Certificates of Insurance issued to the Contracting Agency. The Contractor's coverage shall be primary for any and all losses arising out of the performance of this contract.

(E) **Owner Protective Policy:** In addition to other insurance the Contractor is required herein to provide and maintain in its own name, the Contractor shall also provide and maintain a separate policy of insurance, at its sole cost and expense, naming the Contracting Agency as the insured and providing primary coverage for the Contracting Agency in an amount not less than One Million Dollars, or other minimum amount determined by the Agency, for personal injury or death, per person and per occurrence, and not less than \$500,000 for property damage for any damage or injury suffered as a result of any work performed by Contractor or its employees, representatives, contractors or subcontractors in connection with the Project or Permit. Such policy shall also provide the Contracting Agency coverage, in the amounts specified above, for any and all damages or injury suffered as a result of alleged acts or omissions of the Contracting Agency in connection with, directly or indirectly, the Project or Permit. Such policy shall be primary and not contributory to any insurance maintained by the Contracting Agency. The insurance company writing such policy must have a BEST rating of not less than "A-" and be licensed by the Arizona Department of Insurance to do business in the State of Arizona. The form of the policy must be approved by the Contracting Agency before the notice to proceed will be issued.

Municipality	Supplements
SC:	<p>103.6.1 General: <i>Add the following paragraph:</i></p> <p>(F) Prior to obtaining an encroachment permit, the Contractor must have on file with the City a Certificate of Insurance verifying the following coverages: Commercial General Liability coverage with combined limits of \$1,000,000.00. The City of Scottsdale must be named as additional insured party on the Contractor's automobile and general liability policies. Call the City of Scottsdale, Development Services for any changes in the figures listed above (telephone (480) 312-2500).</p>

103.6.2 Indemnification of the Contracting Agency Against Liability: To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Agency, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by the Contractor relating to work or services in the performance of the Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Contractor's and Subcontractor's employees.

103.7 EXECUTION AND APPROVAL OF CONTRACT:

The Contractor shall execute the contract with the Contracting Agency as follows:

(A) Bond Issue or Budget Projects within 10 calendar days after the date of Notice of Award of contract from the Contracting Agency.

(B) Improvement District Projects, not less than 15 or more than 20 calendar days after the date of the first publication of Notice of Award, if no objections have been filed.

The Contracting Agency will approve and execute the contract within 10 calendar days following receipt of signed contract and acceptable bonds and certificates of insurance.

No contract shall be considered in effect until it has been fully executed by all parties concerned.

Information relative to the execution of contract documents may be obtained from the Engineering Office of the Contracting Agency advertising for bids.

103.8 FORFEITURE OF PROPOSAL GUARANTEES:

If the Contractor fails or refuses to enter into the contract, within the time stated, then the Contracting Agency may declare a forfeiture of his proposal guarantee as liquidated damages for failure to enter into the contract.

SCOPE OF WORK

104.1 WORK TO BE DONE:

104.1.1 General: The Contractor shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner in full compliance with the plans, specifications and terms of the contract.

Unless otherwise specified in the special provisions, he shall furnish all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of the project within the time specified.

All existing concrete or bituminous surfaced sidewalks, driveways and alleys which were disturbed by the Contractor at the direction of the Engineer, shall be replaced. Private concrete or bituminous surfaced sidewalks and driveways, which were disturbed by the new improvements must be replaced. The slope of the replaced sidewalk or driveway must comply with the agency's minimum standards. If the standard cannot be constructed within the disturbed area, the Contractor shall remove and replace to a distance required to obtain the slope. Payment for such work will be made under the respective pay items provided for in the contract, or by agreed prices in advance, if no pay items are provided for in the contract.

104.1.2 Maintenance of Traffic: The Contractor's operations shall be in accordance with the traffic manual and/or policies of the appropriate public agency having jurisdiction over the project and Section 401. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the specifications or on a temporary basis by the Engineer, traffic shall be permitted to pass through the work area. The Contractor shall coordinate with the various agencies both commercial and public, involved in the collection and removal of trash and garbage, so that adequate services are maintained.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motel, hospitals, fire stations, police stations, and establishments of a similar nature. Access to residential properties shall be in accordance with Section 107.

Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. The Contractor shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and nonworking periods which, in the opinion of the Engineer, are required.

In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., the Contractor shall immediately inspect his work area and take all necessary actions to insure that public access and safety are maintained.

The Contractor shall provide the Engineer with the emergency address of his representatives as required by Section 105.

104.1.3 Cleanup and Dust Control: Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work area clean and free from rubbish, excess materials and debris generated by Construction Activities.

At disposal sites and storage sites, other than agency landfills, the Contractor shall be responsible for all required dust control measures. This includes temporary yard or staging areas.

The Contractor shall take whatever steps, procedures or means required to prevent any dust nuisance due to his construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Engineer and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension and the Engineer has the authority to take such other measures as may be necessary to remedy the situation. Subsection 104.2.5 applies.

Municipality	Supplements
MC:	<p>104.1.3 Cleanup And Dust Control: Section 104.1.3 add the following:</p> <p>Contractor shall dispose of construction debris on an as-needed basis in order to keep the site safe to Contractor's personnel and the general public. Construction debris shall be disposed of only in a manner or in a location approved by the Engineer.</p> <p>Contractor shall be responsible for the safe and clean condition of the site during the entire period the site is under Contractor's care, custody and control.</p>

***104.1.4 Final Cleaning Up:** Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work area shall be left in an acceptable condition.

104.2 ALTERATION OF WORK:

***104.2.1 By the Contracting Agency:** The Contracting Agency reserves the right to make, at anytime during the progress of the work, such alterations in the details of construction and such increases or decreases in quantities as may be found necessary or desirable. Such alterations and changes shall not invalidate the contract nor release the surety and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract. The Engineer will issue Change Orders to cover unforeseen circumstances which make it impossible to carry out the work in accordance with the original contract plans and specifications.

If the alterations or changes made by the Contracting Agency increases or decreases the total cost of the contract or the total cost of any major item by more than 20 percent, either party may request an adjustment in payment in accordance with Section 109.

104.2.2 Due to Physical Conditions:

*(A) Should the Contractor encounter or discover during the process of the work, subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions and, if he finds they do so materially differ and cause an increase or decrease in the cost of or the time required for performance of the contract, an equitable adjustment will be made and the contract modified in writing accordingly.

*(B) If at the time of opening up any portion of the work, material from which the subgrade, backfill or bedding is to be constructed contains an excess of moisture so that the required compaction cannot be obtained without additional manipulation, the Engineer will determine the cause of such condition. If the cause of such condition is determined to have been unforeseeable and beyond the control of and without fault or negligence of the Contractor, the Engineer will determine whether the material shall be aerated or removed and replaced. Such work shall be done as directed and will be paid for as provided in Section 109.

*(C) Failure to notify the Engineer of the conditions described in A and B above prior to doing any work may be just cause to reject any claims for additional monies and/or time.

*(D) Material in ditches and ditch banks that contains moisture in an amount considered excessive by the Engineer shall be removed and shall be aerated to the extent required by the Engineer before compaction is effected. No measurement or direct payment for the removal and aeration of such material will be made.

*(E) After any portion of the work has been opened up, saturation of material caused by irrigation water, storm drainage, weather or such similar causes will be considered as within the responsibility of the Contractor.

***104.2.3 Due to Extra Work:** The Contractor shall perform unforeseen work, for which there is no unit bid price in the proposal, whenever it is deemed necessary or desirable by the Engineer in order to fully complete the work as contemplated. Such work shall be governed by all applicable provisions of the contract documents and payment will be made in accordance with the provisions set forth in Section 109.

Should the Contractor claim that any instructions received involve extra work under the contract, he shall give the Engineer written notice within two work days after receipt of such instructions, and in any event before proceeding to execute the work, except in emergencies endangering life or property. No claim shall be valid unless written notice is given.

If this extra work is performed by others, the Contractor agrees to cooperate fully with the other source accomplishing this work and agrees that this action shall not invalidate the Contract or release the surety.

*Not applicable to Improvement District Projects

104.2.4 At the Contractor's Request: Changes in the plans or specifications, which do not materially affect and are not detrimental to the work or to the interests of the Contracting Agency, may be granted to facilitate the work. Requests shall be in writing and submitted to the Engineer for approval. These changes, if approved and when resulting in a saving to the Contractor, will be made at an equitable reduction in cost or in no case at any additional cost to the Contracting Agency.

104.2.5 Due to the Failure of the Contractor to Properly Maintain the Project:

(A) If the Contractor fails to provide adequate Maintenance of Traffic or Cleanup and Dust Control or to correct deficiencies resulting from abnormal weather conditions, the Engineer has the authority to suspend the work wholly or in part until this condition has been corrected.

(B) If the Contractor fails to comply with the Engineer's written order to provide adequate maintenance of traffic, cleanup, dust control, or to correct deficiencies resulting from abnormal weather conditions, the Engineer has the authority to have this work accomplished by other sources.

(C) The Contractor agrees to cooperate fully with the other source accomplishing this work and agrees that this action shall not invalidate the Contract or release the surety.

Municipality	Supplements
ME:	<p>104.2.6 Cost Reduction Incentive Proposals: The Contractor may submit to the Engineer proposals for modifying the plans, specifications, or other requirements of the contract for the sole purpose of reducing the total cost of construction per the City of Mesa Policy Statement for Cost Reduction Incentive Proposals, dated January 1, 1990. Copies of this policy statement are available at the Building Safety Desk at no charge.</p>

Municipality	Supplements
MC:	<p>104.3 VALUE ENGINEERING:</p> <p>104.3.1 PURPOSE:</p> <p>This clause defines a Construction Incentive Change Order Proposal ("CICOP") and establishes the policy and procedure for the application of CICOP's in the Maricopa County construction process.</p> <p>104.3.2 DEFINITION:</p> <p>A CICOP is a defined, written proposal for a change order during construction and shall be initiated, developed and identified by Contractor. The CICOP shall result in gross capital savings and a net capital improvement cost reduction, shall not increase the total maintenance cost of the project and shall meet the following requirements:</p>

104.3.2.1 All Time Extensions for the project shall be agreed upon by both parties at the time the CICOP is approved. The County's determination shall be binding upon the Contractor and shall not be subject to challenge.

104.3.2.2 The CICOP shall not alter the initially intended function, quality and safety standards of the project.

104.3.2.3 The CICOP shall not change the overall scope of the work, which would require a re-bidding of the project.

104.3.2.4 The CICOP shall not conflict with any contract provisions regarding proprietary and restrictive specifications for bids in connection with Uniform Standard Specifications and details, or any other applicable specifications.

104.3.2.5 The CICOP shall not cause undue interruption of the contract work schedule.

104.3.2.6 The proposed changes in connection with the CICOP shall comply with all federal, state and local regulations, mandates and permits.

104.3.2.7 If the Contractor wishes to submit a CICOP, he shall submit a preliminary CICOP in writing, which shall address all components required for a final CICOP, in summary form. The County will review the preliminary CICOP and inform the Contractor in writing if the County wishes to implement the CICOP. The Contractor would then be requested to prepare a detailed final CICOP.

104.3.3 APPLICABILITY:

All Maricopa County construction contracts.

104.3.4 CONTENT:

The CICOP shall contain pertinent information and support documentation to allow comprehensive review by the appropriate contracting agency. At a minimum, the CICOP shall include the following information:

104.3.4.1 Name and title of individuals associated with the design and preparation of the CICOP.

104.3.4.2 Detailed scope description with sealed plans and specifications. A comparison summary of present design, proposed changes and detailed description of the advantages and disadvantages for each change proposed. The CICOP shall be sealed and signed by a Professional Engineer.

104.3.4.3 Comprehensive procedure and schedule outlining implementation of CICOP, including all required contract amendments and the absolute latest approval date for the CICOP.

104.3.4.4 Estimated cost summary which shall include but not necessarily be limited to the following:

104.3.4.4.1 Project cost with and without CICOP, which shall include the following items:

104.3.4.4.1.1 Quantities of materials and equipment.

104.3.4.4.1.2 Unit prices for materials and equipment.

104.3.4.4.1.3 Hourly rates and total labor hours required for installation.

104.3.4.4.1.4 Overhead and fee percentage of Contractor and all subcontractors of any tier involved in the performance of the work outlined in the CICOP.

104.3.4.4.2 Operations and maintenance cost prior to and after implementation of CICOP.

104.3.4.4.3 Implementation cost of the CICOP not covered in Section 104.3.4.4.1.4, above.

104.3.4.4.4 Contractor's cost of the savings, based on the formula specified below.

104.3.4.4.5 Other pertinent data, as may be required by the County to prepare and execute a change order to the Contract.

104.3.4.4.6 If Contractor fails to notify the County of all required changes for the CICOP during the initial CICOP approval stage, Contractor shall absorb all costs connected with the implementation of changes of which the County was not made aware of. If conditions occur, which could not be foreseen by any prudent Contractor, the County may enter into negotiations with Contractor and make the necessary cost adjustments to the Contract.

104.3.4.4.7 All CICOP's become public record when submitted to the County for review and approval. Propriety information may be protected by Contractor.

104.3.4.4.8 For CICOP's accepted by the County, processing procedure for change orders shall be used.

104.3.4.4.9 If a CICOP is rejected by the County, Contractor may not appeal such a rejection.

104.3.5 SHARING PROVISIONS:

Upon acceptance and implementation of a CICOP, Contractor will share the net capital savings derived from the implementation of the CICOP, in accordance with the formula outlined below:

104.3.5.1 Initial construction cost minus revised construction cost minus CICOP development cost and CICOP implementation cost equals Net Capital Savings.

104.3.5.1.1 The CICOP implementation cost shall include Contractor's actual cost and fee for reviewing and redesigning the CICOP, documented to the satisfaction of the County.

104.3.5.1.2 CICOP development cost shall include Contractor's cost directly associated with the preparation of the CICOP package, documented to the satisfaction of the County.

104.3.5.1.3 CICOP implementation and development costs shall include COUNTY costs for review and approval of the CICOP package.

104.3.5.2 Sharing Formula: Net Capital Savings, calculated in accordance with the formula outlined in Section 104.3.5.1, above, shall be shared with Contractor on an equal 50/50 percentage basis

CONTROL OF WORK

105.1 AUTHORITY OF THE ENGINEER:

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor. The Engineer's estimates and decisions shall be final and conclusive. In case any question should arise, relative to the Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive final approval of the work being questioned under the contract.

In giving instructions, the Engineer may make minor changes in the work, not involving extra work and not inconsistent with the purpose of the work, except in emergencies endangering life or property.

The Engineer will suspend the work wholly or in part due to the failure of the Contractor; to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.

Municipality	Supplements
MC:	105.1 AUTHORITY OF THE ENGINEER: Section 105.1 add the following: The Engineer may adjust design grades or adjust the location of structures (especially drainage structures) prior to construction. Such adjustments are considered minor changes in the work and do not constitute extra work.

105.2 PLANS AND SHOP DRAWINGS:

The Contractor shall submit, for review, a proposed schedule of shop drawings and product data submittals. This schedule will include concrete and asphalt concrete mix designs unless they are previously approved supplier's mix design. The schedule will show the needed response date for each submittal and will indicate the relationship of the submittal to the project construction schedule.

The Contractor shall submit five (5) copies of each shop drawing, product data or mix design to the Engineer for review. Each submittal shall be numbered sequentially and shall be submitted in accordance with the schedule established in conjunction with the Contracting Agency so as to cause no delay in the work schedule. The Contractor shall certify, by stamp or letter, that he has reviewed and approved the submittal and that it conforms to the requirements of the contract documents. If this certification is not included, the submittal will be returned without action.

At the time of each submittal, the Contractor shall define and delineate in writing, separate from the certification, any deviations from the contract documents. If the Engineer accepts this deviation, he will authorize the deviation by issuing a change order or if the deviation is minor by endorsement to the letter.

The Engineer will review and return the submittals in accordance with the previously established response date. The review will be only for conformance with the design concept of the work and for compliance with the information contained in the contract documents. The review of a specified item, as such, will not indicate review of the assembly in which the item functions. Review by the Engineer will not relieve the Contractor from responsibility for any errors or omissions in the submittals nor from his responsibility for complying with the contract documents. The only exception is deviations accepted in accordance with the preceding paragraph.

If the submittal is acceptable, one (1) copy with each page stamped "Furnish as Submitted" will be returned to the Contractor. The Contractor shall submit additional copies (as required) to the Engineer.

If the Engineer determines that the submittal requires corrections or is to be rejected, one (1) copy stamped "Furnish as Noted" or "Revise and Resubmit" will be returned to the Contractor. The Contractor will submit five (5) corrected or new copies.

The copy stamped “Furnish as Submitted,” returned to the Contractor, will become a part of the contract documents and will be kept at the job site. Any work done prior to the receipt of this review will be at the Contractor's risk and expense.

Municipality	Supplements
MC:	<p>105.2 Plans and Shop Drawings: Section 105.2 add the following:</p> <p>Initial submittal for review - five copies, of which one copy will be returned to the Contractor within five working days.</p> <p>Final submittal for approval – five copies, of which two copies will be returned to the Contractor within five working days.</p> <p>Shop drawings for major temporary support structures such as falsework, shoring, soldier piles, and other major temporary structures that facilitate construction shall be prepared by and bear the seal and signature of a Professional Engineer. Temporary support structures for Minor Structures as defined in Section 505.1.1 are exempt from this requirement.</p>

105.3 CONFORMITY WITH PLANS AND SPECIFICATIONS:

All work performed and all materials furnished shall be in conformity with the lines, elevations, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not in conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no additional cost to the Contracting Agency.

In all instances wherein the items and/or specifications require installation or construction in accordance with either manufacturers' or suppliers' recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portion clearly marked for approval prior to the commencement of work on that item or portions of the contract.

Municipality	Supplements
MC:	<p>105.3 Conformity With Plans And Specifications: Section 105.3 add the following:</p> <p>Metric project conversions for projects designed and detailed using Metric Units. Where inconsistencies exist/arise between English Unit Standard Drawings and Details, and the Metric Project Contract Documents, the Project Documents will take precedence. The Contractor shall use Metric ‘Hard’ Conversions in all such related project activities. Where measurement inconsistencies exist/arise between equivalent Proprietary/ Standard Products and the Metric Project Contract Documents, the Proprietary/Standard Products will be acceptable. The Contractor shall use ‘Soft’ Conversions’ in all such related project activities.</p>

105.4 COORDINATION OF PLANS AND SPECIFICATIONS:

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

Municipality	Supplements
--------------	-------------

MC:	105.4 Coordination of Plans and Specifications: Section 105.4 is replaced with the following: Contractor shall perform the work under this Contract in accordance with the intent of the Plans and Specifications and shall not take advantage of any error or omission in the Plans and/or specifications. In the event Contractor discovers an error or omission in the Plans and/or specifications, Contractor shall promptly advise the Engineer of such an error or omission. If Contractor fails to notify the Engineer of an error or omission in the Plans and/or specifications, which Contractor has discovered or should have discovered through the exercise of reasonable diligence, any additional work required as the result of such errors or omissions, shall be compensated by the County on a force account basis and such compensation shall be the exclusive compensation to Contractor for any costs, expenses or damages resulting directly or indirectly from the correction of such errors and omissions.
------------	---

Municipality	Supplements
ME:	Subsection 105.4 For any apparent error or omission in the plans and specifications, such corrections by the engineer may include adjustments in units, quantities and unit prices.

105.5 COOPERATION OF CONTRACTOR:

The Contractor will be supplied with a minimum of seven sets of approved plans and special provisions, one set of which the Contractor shall keep available on the work at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, his inspectors, and other Contractors in every way possible.

The Contractor shall at all times be present at the work in person or represented by a competent superintendent. The superintendent shall be authorized to receive and fulfill instructions from the Engineer and who shall supervise and direct the work. No less than fourteen days prior to the scheduled/planned Notice to Proceed, the Contractor shall submit to the Engineer for review and approval, the name and qualifications of the proposed superintendent. When the superintendent is approved, he shall not be changed by the Contractor without written approval of the Engineer. Instructions and information given by the Engineer to the Contractor’s superintendent shall be considered as having been given to the Contractor.

(A) All phases of the project such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman or his designated representative on the site who shall have authority to accept instructions, with respect to that particular phase of the project, and take action required to properly carry out the work.

(B) In the event of noncompliance with the above, the Engineer may require the Contractor to stop work on that part of the project until the required supervision is present.

The Contractor shall file with the Engineer, the names, addresses, and telephone numbers of representatives who can be contacted, at any time, in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

Emergencies may arise during the progress of the work which may require special effort or require extra shifts of men to continue the work beyond normal working hours. The Contractor shall be prepared in case of such emergencies from whatever cause, to do all necessary work promptly.

105.6 COOPERATION WITH UTILITIES:

The Contracting Agency will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

The Contractor shall comply with the requirements of Arizona Revised Statutes-40-360.21 through 40-360.29 (one call system,

Blue Stake) in notification to the interested utility owners prior to start of construction. The Contractor shall resolve all problems with the utility owners concerned.

Where water users association facilities obstruct construction of the work, the Contractor shall contact officials of the association relative to the shutdown of irrigation water and shall acquaint himself with and conform to the requirements of the association.

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 are to be moved by the owners at their expense except as otherwise provided for in the special provisions or as noted on the plans. In the event an existing service is found to be in a materially different location than shown on the plans and requires additional or more costly work on the part of the Contractor, the procedures in Section 104, will apply.

It is understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenance or the operation of moving them. If delays are encountered because utility owners have not relocated or adjusted their facilities, the contract time will be adjusted in accordance with Section 108.

It shall be the responsibility of the Contractor to ascertain the need for bracing or shoring of utility poles during the construction of the project and no additional compensation will be allowed for such bracing or shoring.

In general, the contract will indicate various utility items, certain of which are to be relocated or adjusted by the utility owner and others by the Contractor. Any work performed by the Contractor for any utility company, separate from the contract shall be paid for by the utility company and will not be a part of the agency contract.

Municipality	Supplements
MC:	<p>105.6 COOPERATION WITH UTILITIES</p> <p>Section 105.6 is supplemented by the following:</p> <p>Contractor is solely responsible for any damage to existing utilities resulting from Contractor’s operations at the site. The use of hand tools (pothole) to expose a marked facility is required when proposed excavation is within the 2.0-foot tolerance zone of a marked facility, or if uncertainty exists as to the exact location of a facility.</p> <p>An attempt has been made by the County to identify the location of all underground utilities located within the perimeter of the site and to design the location and elevation of all irrigation and drainage pipes, culverts and structures to avoid interference with existing utilities. It shall be the Contractor’s responsibility to cooperate with the appropriate utility companies in order to facilitate requested adjustments of obstructing utilities. (Please refer to the Special Provisions for specific telephone numbers and contact persons of utilities within the project area).</p> <p>Contractor’s installation of conduits, brackets, piping, valve adjustments or other material at the request and for the convenience of the utility shall be paid by the utility unless specifically identified otherwise in the plans or the Special Provisions. Contractor shall make all required arrangements for such construction and payment with the utility. The County will not extend the performance period of the contract to accommodate construction performed for the convenience of the utility.</p>

105.6.1 Notifications Requirement in the Event of Any Damage to or Dislocation of Underground Facilities: In the event of any damage to or dislocation of any underground facility, the Contractor responsible for the excavation operation shall immediately notify the owner of such facility and shall not attempt to repair any facility, except those intended for the conveyance or storage of water and sewage. The excavation shall be left open until the arrival of representatives of the owner. The owner will dispatch its representative promptly to examine the underground facility and, if necessary, make repairs.

105.6.2 Work Within a Railroad Right of Way: When a railroad right of way is included in the work, the Contractor shall:

(A) Comply with the rules and regulations of the railroad company relative to the required manner of constructing said portion of the work; and shall perform the work so as not to endanger or interfere with the safe operation of the track(s) and property of the railroad company and of the traffic moving on such track(s).

(B) Carry the kinds and amounts of insurance and bonds required by the railroad company for the period of time in which work is performed on or adjacent to the railroad company's property, and until such work has been satisfactorily completed and all tools, equipment and materials have been removed from the railroad company's property and such property is left in a clean and presentable condition.

(C) Contact the railroad company at least 48 hours in advance of performing any construction within the right of way of any track(s).

105.7 COOPERATION BETWEEN CONTRACTORS:

The Contracting Agency 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 let 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.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Contracting Agency from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his 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. He shall join his work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.

The Contracting Agency will not honor any claim for extra compensation due to delays, extra work, or extension of time caused by any other Contractors working within the limits of the same project.

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

The Engineer will set construction stakes establishing lines and grades for road work, curbs, gutters, sidewalks, structures and centerlines for utilities and necessary appurtenances as he may deem necessary, he will furnish the Contractor with all necessary information relating to the lines and grades. These stakes and marks shall constitute the field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work.

The Contractor shall perform the work in accordance with the Engineer's stakes and marks, and shall be charged with full responsibility for conformity and agreement of the work with such stakes and marks.

The Contractor shall be held responsible for the preservation of all stakes and marks, and if the construction stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost for replacing them will be charged against him and will be deducted from the payment for the work.

The Contractor shall give notice to the Engineer not less than 2 working days in advance of when he will require survey services in connection with any portion of the work.

The Contractor shall set the construction stakes for buildings establishing lines, grades, and elevations to include necessary utilities and appurtenances and shall be responsible for their conformance with plans and specifications. The Engineer will establish or designate a control line or bench mark of known location and elevation for use as a reference.

Municipality	Supplements
MC:	105.8 Construction Stakes, Lines and Grades:

	<p>The third paragraph of Section 105.8 of the Uniform Standard Specifications is revised to read:</p> <p>Maricopa County will furnish one time the necessary survey control for the Contractor's guidance. Staking shall consist of the following:</p> <p>(A) Right-of-Way lines at 100 ft. intervals for clearing, fencing, and control of Contractor's operations.</p> <p>(B) Slope stakes shall be offset from the edge of the embankment at 100 ft. intervals.</p> <p>(C) Blue tops in subgrade at centerline and edge of pavement at 100 ft. intervals except on curves.</p> <p>Contractor shall have all material in place and compacted within 2.5 inches± prior to requesting the survey crew.</p> <p>(D) Blue tops on aggregate base course at centerline, edge of pavement, and 1/4 points at 50 ft. intervals. Contractor shall have all material in place and compacted within 2.5 inches ± prior to requesting the survey crew.</p> <p>(E) Catch basin stakes shall be offset at 10 ft. and 15 ft. to the center of the structure with cuts or fills shown to the top of grate.</p> <p>(F) Grade and line stakes for all structures, pipe lines, culverts, and ditches.</p> <p>(G) Straddle points for permanent monuments.</p>
--	---

105.9 DUTIES OF INSPECTOR:

The Engineer may provide the Inspector, assistants, and other field staff to assist the Engineer in observing performance of the work of the Contractor. Through onsite observations of the work in progress and field checks of materials and equipment, the Inspector shall endeavor to provide further protection for the Contracting Agency against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the Inspector responsible for or give the Inspector control over construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the contract documents.

Inspectors employed by the Contracting Agency will 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 inspector will not be authorized to alter or waive the provisions of the contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

The inspector will, however, have the authority to reject work or materials until any questions at issue can be referred to and decided by the Engineer.

105.10 INSPECTION OF WORK:

Inspection of the work by the Engineer or his authorized representative shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor's foreman and superintendent.

The Engineer shall be permitted to inspect all materials, and each part or detail of the work at any time for the purpose of expediting and facilitating the progress of the work. He shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Any work done or materials used without supervision and inspection by an authorized Contracting Agency representative may be ordered removed and replaced at no additional cost to the Contracting Agency. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered nor obligate the Engineer to final acceptance.

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

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner.

No work shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans, or as given, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at no additional cost to the Contracting Agency.

105.12 MAINTENANCE DURING CONSTRUCTION:

The 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 so that the roadway or structures are kept in satisfactory conditions at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All cost of maintenance work during construction and before the project is accepted shall be included in the unit bid price on the various pay items.

Municipality	Supplements
MC:	<p>105.12 Maintenance During Construction: Section 105.12 add the following: The Contractor shall be responsible to protect the construction site, construction activities, and new construction from the detrimental effects of weather, including flooding, until acceptance by the Engineer.</p>

105.13 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE:

If the Contractor, at any time, fails to perform maintenance during construction, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project. The entire cost of this maintenance will be deducted from monies due or to become due the Contractor on his contract.

105.14 PARTIAL USE OR OCCUPANCY:

Should an urgent or unforeseen need occur, the Contractor agrees to let the Contracting Agency use or occupy a unit or portion of the project, such as a structure, utility service, or a section of road or pavement, prior to final acceptance.

Prior to such use or occupancy the Contracting Agency will prepare a written agreement with the Contractor and accomplish a partial acceptance inspection. The written agreement will include a revised construction schedule, responsibilities for maintenance of the partial acceptance and continued construction of the original project to final acceptance, payments, insurance and bond requirements.

105.15 ACCEPTANCE:

(A) Partial Acceptance: If at any time during the prosecution of the project the Contractor substantially completes a unit or portion of the project, such as a structure, utility service, or a section of road or pavement, he may request the Engineer to make final inspection of that work. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the contract he may accept the work as being completed and the Contractor may be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of the contract

(B) Final Acceptance: Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction provided for and contemplated by the contract is found completed to his satisfaction, that inspection shall constitute the final inspection and the Engineer will make the final acceptance. The Contractor will be notified in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

Municipality	Supplements
SC:	<p>105.15(B) FINAL ACCEPTANCE: <i>Add the following paragraphs:</i></p> <p>Prior to partial or final acceptance of all public improvements, full size 4-mil (min.) reproducible photo mylar copies of the approved construction drawings of the subject improvements must be submitted to the City. In addition, 2 copies of any Traffic Signal Plans shall be submitted to the Traffic Signal Supervisor at 91919 E. San Salvador, Scottsdale, AZ 85258.</p> <p>A certificate of occupancy for on-site improvements will not be issued to the developer until the Contractor is provided with a letter by the COS Field Engineering Manager that the work is complete and accepted by the City.</p>

CONTROL OF MATERIALS

106.1 SOURCE OF MATERIALS AND QUALITY:

All construction materials to be used on the work or incorporated into the work, equipment, plant, tools, appliances or methods to be used on the work shall be subject to the inspection and approval or rejection of the Engineer.

The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed source of materials prior to delivery. At the option of the Engineer, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products the Contractor shall furnish materials from other sources.

Unless otherwise noted, all materials used in the project shall be new and unused. Additionally, any new materials used in this project that are damaged during the construction of the project and prior to final acceptance, as determined by the Engineer, shall be replaced by the Contractor with new material at no additional cost to the Contracting Agency.

Municipality	Supplements
MC:	<p>106.1 Source of Materials and Quality: Section 106.1 add the following:</p> <p>All materials not specifically noted as provided by the County or other participating agency shall be obtained from commercial sources. Contractor shall pay all royalties or any other charges or expenses incurred in connection with the securing and hauling of the material. Contractor shall provide the Engineer with a list of proposed commercial sources prior to utilization of such sources and shall present satisfactory evidence that the material obtained from the commercial sources meets the specifications of this project.</p> <p>If the use of borrow material is required during the performance of the work outlined in the Construction Specifications, Contractor shall assure that the borrow material used for the project, if the source is other than that recommended by the County, does not contain any substances which may be harmful to humans, animals, vegetation, ground and surface water, and the environment and which are regulated under the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).</p>

106.2 SAMPLES AND TESTS OF MATERIALS:

All materials to be incorporated in the work may be subject to sampling, testing and approval, and samples furnished shall be representative of the materials to be used. The Engineer may select samples, or may require that samples be delivered by the Contractor to a laboratory designated by the Engineer.

The Contracting Agency will pay for the initial or normal test required by the Engineer to guard against unsuitable materials or defective workmanship. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor. The Engineer will designate the laboratory which will accomplish the additional test(s).

The procedures and methods used to sample and test materials will be determined by the Engineer. Unless otherwise specified, samples and tests will be made in accordance with either: the Materials Testing Manual of the Contracting Agency; the standard methods of AASHTO or ASTM, which were in effect and published at the time of advertising for bids.

The laboratory responsible for the test shall furnish at least one copy of the test results to the Contracting Agency or his designated representative, to the Contractor, and to the appropriate material supplier.

With respect to certain manufactured materials, the Engineer may permit the use of some materials prior to sampling and testing provided they are delivered with either a certificate of compliance or analysis or both, stating that the materials comply in all respects with the requirements of the specifications. These certificates shall be furnished in triplicate and clearly identify each delivery of materials to the work area. The certificates shall be signed by a person having legal authority to bind the supplier or manufacturer.

Municipality	Supplements
PH:	<p>6.2 Samples and Tests of Materials: The procedures and methods used to sample and test materials will be determined by the Engineer. Unless otherwise specified, samples and tests will be made in accordance with the following: The City of Phoenix Minimum Sampling Frequency Guide, The City of Phoenix Materials Testing Manual, and the standard methods of AASHTO or ASTM, which were in effect and published at the time of advertising for bids.</p>

106.3 PLANT INSPECTION:

The Engineer may undertake the inspection of materials at the source. In this event, the following conditions shall be met:

- (A) The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- (B) The Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

It is understood that the Contracting Agency reserves the right to retest all materials, prior to their use in the work, upon delivery.

106.4 TRADE NAMES AND SUBSTITUTIONS:

Plans and specifications may contain references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number. Unless the name is followed by words indicating that no substitution is permitted, such references shall be regarded as establishing a standard of quality, finish, appearance, performance or, as indicated, a selection based upon compatibility with existing equipment or materials.

The use of an alternate or substitute item or source may be permitted, subject to the following:

- (A) No consideration will be given to a substitution prior to the award of the contract.
- (B) Only substitutions submitted by the Contractor will be accepted for review. The substitution shall be submitted in writing to the Engineer.
- (C) The submittal shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
- (D) The submittal shall state any required changes in the contract documents to adapt the design to the proposed substitution. This will include all changes required of other contractors/subcontractors affected by the resulting changes.
- (E) The submittal shall contain an itemized estimate of all costs and credits that will result directly or indirectly from the acceptance of such substitution, including costs of design, license fees, royalties, testing, Engineer's evaluation, claims of other contractors/subcontractors, etc. Also, the submittal shall include any adjustment in the contract time created by the substitution.
- (F) The Contractor, on request of the Engineer, shall submit samples or any additional information the Engineer may deem necessary to evaluate the acceptability of the substitution. The Engineer will evaluate the information provided, perform tests when necessary and make comparisons. The Engineer will then make the final decision as to the acceptability of the proposed substitution. The Contractor will be notified in writing by the Engineer as to whether his substitution has been accepted or rejected.
- (G) The submittal, for purposes of review, number of copies, etc., shall follow the procedures as outlined in Section 105.2, except in the case of response time. If the Engineer does not respond in a timely manner, which in turn, impacts the substitution, the Contractor shall continue to perform the work in accordance with the contract and the substitution will be considered rejected. Also, no adjustment in the contract time will be granted for nonacceptance of the substitution.

(H) There will be no additional costs to the Contracting Agency for the substitution. If the substitution yields a net savings in the contract price, the amount of savings shall be divided between the Contracting Agency and the Contractor in a percentage established by the Contracting Agency.

(I) If the substitution is accepted and an adjustment in the contract cost and/or contract time is in order, a change order will be issued to the Contractor for the changes.

Municipality	Supplements
MC:	<p>106.4 Trade Names and Substitutes: Section 106.4 is revised to read:</p> <p>Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function and quantity required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment of other suppliers may be accepted by the Engineer under the following circumstances:</p> <p>106.4.1 "Or-Equal":</p> <p>(A) If in the Engineer's sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by the Engineer as an "or-equal" item, in which case review and approval of the proposed item may, at the Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.</p> <p>(B) Substitute Items: If in the Engineer's opinion an item does not qualify as an "or-equal" item under 106.4.1(A), it will be considered a proposed substitute item. The Contractor shall submit sufficient information, as provided below, to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following as supplemented in the Special Provisions and as the Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice the Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement services shall be indicated. The application shall also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluation the proposed substitute. The Engineer may require Contractor to furnish additional data about the proposed substitute.</p> <p>(C) All data provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's sole expense.</p> <p>106.4.2 Substitute Construction Methods or Procedures:</p> <p>If a specific means, method, technique, sequence or procedure of construction is shown or indicated and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the Engineer. Contractor shall submit sufficient</p>

	<p>information to allow the Engineer at the Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by the Engineer will be similar to that outlined in Section 106.4.1.</p> <p>106.4.3 Engineers Evaluation:</p> <p>The Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Sections 106.4.1 and 106.4.2, above. The Engineer will be the sole judge of acceptability. No "or-equal" or substitute shall be ordered, installed or utilized without the Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. The Engineer will record time required by the Engineer and the County's consultants in evaluating substitutes proposed or submitted by Contractor pursuant to Sections 106.4.1 and 106.4.2, above and in making changes in the Contract Documents occasioned thereby. Whether or not Engineer accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse the County for cost incurred for the evaluation of the proposed substitute item by the Engineers and/or County's consultant.</p>
--	--

106.5 STORAGE OF MATERIALS:

The Contractor shall provide storage facilities and exercise such measures as will insure the preservation of the quality and fitness of all materials and/or equipment to be used in the work. Stored materials and/or equipment, even though approved before storage, may again be inspected prior to their use in the work. Stored items shall be located so as to facilitate their prompt inspection. That portion of the right-of-way and easements not required for public travel may be used for storage purposes, when approved by the Engineer. Any additional storage area as required must be provided by the Contractor. Private property shall not be used for storage purposes without written permission of the owner or lessee. If requested, by the Engineer, copies of such written permission shall be made available.

Municipality	Supplements
SC:	<p>106.5 STORAGE OF MATERIALS:</p> <p><i>Delete the following sentences:</i></p> <p>That portion of the right-of-way and easements not required for public travel may be used for storage purposes, when approved by the Engineer. Any additional storage area required must be provided by the Contractor.</p> <p><i>Add the following paragraph:</i></p> <p>Temporary construction storage sites must be provided by the Contractor. Sites that are to be located outside of the limits of construction as shown on the plans require the submittal of a site plan for separate permitting and approval prior to any site disturbance. Proof of permission for use will also be required for private parcels. Storage sites must also conform to the requirements of MAG Subsection 107.6.1, including COS supplemental requirements.</p>

106.6 HANDLING MATERIALS:

All materials and/or equipment shall be handled in such a manner as to preserve their quality and fitness for the work.

106.7 UNACCEPTABLE MATERIALS:

All materials and/or equipment not conforming to the requirements of the specifications, whether in place or not, may be rejected.

Rejected materials and/or equipment shall be removed immediately from the site of work unless otherwise permitted by the Engineer. No rejected material and/or equipment, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

106.8 FURNISHED MATERIALS:

Materials and/or equipment, furnished by the Contracting Agency, will be delivered or made available to the Contractor as indicated in the special provisions. The cost of handling and placing shall be considered as included in the contract price for the pay item with which they are used.

The Contractor will be held responsible for all materials and/or equipment accepted by him and will make good any shortages, deficiencies and damages which may occur after such acceptance.

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.1 LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; and shall protect and indemnify the Contracting Agency and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.

The attention of the Contractors is directed to the provisions of the following sections, Arizona Revised Statutes.

(A) Arizona Revised Statutes 23-373. Contracts negotiated between public Contractors and public employers shall contain the following contractual provisions:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(B) When Federal-aid funds are used on a project, the prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed to perform the contract.

(C) Arizona Revised Statutes 40-360.22 Excavations: determining location of underground facilities; providing information. This statute requires that no person shall begin excavating before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the owner of the facility shall respond as promptly as practical, but in no event later than two working days. The "Blue Stake Center" (263-1100) was formed to provide a more efficient method of compliance with this statute.

This section is not applicable to an excavation made during an emergency which involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

(D) Arizona Revised Statutes-40-360.23. Making excavations in careful, prudent manner: liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner nor shall it excuse such persons from liability for any damage or injury resulting from his negligence.

(E) Arizona Revised Statutes-40-360.28 Civil penalty; liability. If the owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

(F) Arizona Revised Statutes 32-2313. Business license; business name; branch office registration; renewal. No person, partnership, corporation or association shall engage in the business of general pest or weed control without being duly licensed/certified by the Structural Pest Control Board.

Municipality	Supplements
MC:	<p>107.1 Laws to be Observed: Section 107.1 add the following:</p> <p>Contractor, in connection with any activity under this Contract, shall not discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Contractor shall include a clause to this effect in all subcontracts. Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.</p> <p>Contractor and its subcontractors and their respective employees, agents, and representatives, when performing the work described in the Construction Specifications, shall comply with all rules and regulations set forth by the County, pertaining to the safety, loss control and environmental regulations, and shall perform the work in compliance with governmental laws and regulations pertaining to occupational health, and environmental protection, including any local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.</p> <p>Contractor is solely responsible for jobsite (“site”) conditions during all phases of construction, beginning with Contractor’s mobilization of equipment and/or personnel until the work has been accepted by the Engineer and a certificate of completion has been issued by the County. Contractor’s responsibility for the site during the period specified above, shall not be limited to Contractor’s working hours and shall include but not necessarily be limited to the following:</p> <ul style="list-style-type: none"> * Physical condition of the site; * Safety of Contractor’s personnel at the site and all other persons entering the site or areas adjacent to the site; * Security of Contractor’s equipment and material; and * Reasonable aesthetic appearance of the site. <p>Contractor shall insure that internal combustion equipment is operated with a muffler of a type recommended by the manufacturer.</p> <p>107.1.1 CITY OF PHOENIX-MARICOPA COUNTY CONSOLIDATED CERTIFICATION PROGRAM</p> <p>107.1.1.1 Contracting Requirements: The following conditions will apply in the calculation of the percentage attainment:</p> <ol style="list-style-type: none"> 1. All MBE/WBE firms used in attainment of the goal must be certified with the City of Phoenix-Maricopa County Consolidated Certification Program. The City of Phoenix-Maricopa County Consolidated Certification Program is located at 251 West Washington Street, 7th Floor, Phoenix, Arizona 85003. In addition, only those firms certified at least five (5) calendar days prior to the bid opening will be considered in the attainment of the goal. 2. Prime contractor subcontracts to DBE, MBE or WBE: The DBE/MBE/WBE amount to be applied to the goal will be based on that portion (dollar value) of the contract that the DBE/MBE/WBE performs. For example, if a prime contractor subcontracts work amounting to \$100,000 of a contract for which the total project cost is \$1,000,000 the DBE/MBE/WBE participation will be credited as 10 percent. 3. Prime Minority Contractor: A DBE/MBE/WBE prime contractor will be credited with the DBE/MBE/WBE participation for that portion of the contract which they themselves perform plus those portions subcontracted to other DBE/MBE/WBE firms. For example, if a DBE/MBE/WBE prime contractor proposes to perform 50 percent of a project quoted at \$1,000,000 and subcontracts 25 percent to a DBE/MBE/WBE firm and 25 percent to a non-

DBE/MBE/WBE firm, DBE/MBE/WBE participation will be credited as 75 Percent, or \$750,000.

4. **Minority-Non-Minority Joint Venture:**
A joint venture consisting of MBE/WBE participation and non- DBE/MBE/WBE business enterprises, functioning as a prime contractor, will be credited with minority participation on the basis of the percentage of profit accruing to the DBE/MBE/WBE firm. For example, if a DBE/MBE/WBE and non- DBE/MBE/WBE joint venture proposes to perform 50 percent of a \$1,000,000 project and 50 percent of the joint venture profits (\$500,000) are to accrue to the DBE/MBE/WBE partner in the joint venture, DBE/MBE/WBE participation will be credited at 25 percent or \$250,000.
5. **Lower Tier Non- DBE/MBE/WBE Participation:**
DBE/MBE/WBE subcontractors proposing to further subcontract to non- DBE/MBE/WBE contractors shall not have that portion of subcontracting activity considered when determining the percentage of DBE/MBE/WBE participation.
6. **DBE/MBE/WBE Suppliers:**
Any DBE/MBE/WBE supplier that manufactures or substantially alters the material or product it supplies will have that portion of activity considered when determining the percentage of DBE/MBE/WBE participation.
7. **DBE/MBE/WBE Trucking:**
Credit for trucking by DBEs, MBEs, or WBEs will be the amount to be paid when the DBE, MBE, or WBE trucker will perform the trucking with his/her trucks, tractors, and employees or when a DBE, MBE, or WBE trucking broker has signed agreements with DBE, MBE, and WBE truckers.

107.1.1.2 Required Forms:

Two Affidavits are included with the Bid/Contract Documents. The first form, the "**DBE/MBE/WBE Assurances Affidavit**", must be completed and submitted with the bid.

A SAMPLE of the second affidavit, the "**Actual DBE/MBE/WBE Participation Affidavit**", is provided for information purposes. This form with actual information must be returned by the first and second low bidders by 4:00 p.m. on the seventh calendar day after bid opening. The Affidavit will list the DBE/MBE/WBE participation by DBE/MBE/WBE firm name and the related dollar value of the DBE/MBE/WBE contract. The information in this Affidavit is binding on the contractor, to the extent that any amounts may be increased and not decreased, and that if any listed DBE/MBE/WBEs are unable to enter into a subcontract with contractor, the contractor must provide a written report to the Procurement Officer through the Owner's representative in accordance with instructions provided in Section 107.1.1.6 Substitution of Subcontractors.

107.1.1.3 Good Faith Efforts:

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

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

Maricopa County Department of Transportation will assist prime contractors in identifying possible qualified and interested DBE, MBE, and WBE subcontractors to meet designated DBE, MBE, and WBE goals. A D/M/WBE directory will be made available which contractors must utilize in identifying DBE, MBE, and WBE firms. It will be the responsibility of the prime contractors to obtain the DBE, MBE, and WBE firms necessary to meet the DBE, MBE, and WBE goals.

FAILURE TO CONTACT THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION FOR ASSISTANCE in complying with these goals may result in not having implemented "good faith" efforts. Contact may be in writing, by telephone, or in person. If by phone or in person, name of the County person spoken to should be obtained and written within the "**CONTRACTOR CERTIFICATE OF GOOD FAITH**" submittal form.

FAILURE TO IMPLEMENT "GOOD FAITH" EFFORTS IN ACCORDANCE WITH THE CITY OF PHOENIX-MARICOPA COUNTY CONSOLIDATED CERTIFICATION PROGRAM TO THE SATISFACTION OF MARICOPA COUNTY, COULD RESULT IN THE REJECTION OF THE BID.

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

1. The date bidder requested assistance in writing, in person, or by telephone from the County. The bidder should request assistance from the County in order for a determination to be made. As City of Phoenix-Maricopa County D/M/WBE listings are updated frequently, bidders shall contact the Procurement Officer to ensure that they have the most recent edition.
2. Names, addresses and telephone numbers; and dates of notification of City of Phoenix-Maricopa County certified DBEs, MBEs, and WBEs solicited by direct mail for this project; and dates and methods used for follow up of initial solicitations to determine with certainty whether DBEs, MBEs, or WBEs were interested in subcontracting.
3. Items of work for which bidder requested sub bids, or materials to be supplied by DBEs, MBEs, and WBEs; information furnished to interested DBEs, MBEs, and WBEs such as specifications and requirements of the work; plans; and any breakdown of items of work into economically feasible units to facilitate DBE, MBE, and WBE participation.
4. Names of DBEs, MBEs, and WBEs who submitted bids for any of the work indicated above and were not accepted by the prime contractor. An explanation of why DBEs, MBEs, or WBEs contacted were not awarded subcontracts. If price was the reason for rejection of the bid, the bid price of rejected DBEs, MBEs, or WBEs and bid price of the selected subcontractor shall be submitted. Since utilization of available DBEs, MBEs, and WBEs is the program objective, price differences will not automatically be considered cause for rejection of DBE, MBE, and WBE bids.
5. Documentation of written notices or telephone calls to a reasonable number of D/M/WBEs soliciting their participation in sufficient time to allow D/M/WBEs to participate effectively. All D/M/WBEs listed on the City of Phoenix-Maricopa County Certification list which provide applicable goods and services for subject procurement/project shall be contacted.

GOOD FAITH EFFORTS MUST HAVE BEEN CONDUCTED DURING THE BIDDING PERIOD AND PRIOR TO THE BID OPENING WITH SUBSTANTIAL TIME IN ORDER TO

ALLOW FOR A RESPONSE FROM POTENTIAL M/WBE SUBCONTRACTORS. ORIGINAL CONTACT BY A PRIME CONTRACTOR JUST PRIOR TO OR ON THE DATE OF THE BID OPENING WILL NOT BE CONSTRUED AS HAVING PROVIDED SUFFICIENT RESPONSE TIME FOR SUBMISSION OF SUBCONTRACT BIDS.

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

1. A description of the efforts made to assist D/M/WBEs whose bids were rejected to be more competitive in their subcontracting bids. These efforts could include assistance in meeting bonding or insurance requirements.
2. Names and dates of advertisement of each newspaper, trade paper, and minority focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.

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

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

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

107.1.1.4 Appeal Process for Bid Award:

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

107.1.1.5 Contract Compliance:

Failure of any bidder, contractor or subcontractor to comply with any of the requirements of the DBE, MBE, and WBE contract provisions shall be a material breach of contract. During the term of an awarded contract, the prime contractor shall:

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

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

In the event of violation of the DBE, MBE, WBE contract provisions, an investigation will be held by the

County's designated representative. Intentional noncompliance with the DBE, MBE, and WBE requirements may result in withholding funds on the items already completed, in termination of the contract, and/or formal debarment from future contracts. The Procurement Officer reserves the right to inspect all records of the contractor, DBEs, MBEs, and WBEs concerning this project.

The County will conduct DBE, MBE, and WBE compliance reviews on a regular basis.

107.1.1.6 Substitution of Subcontractors:

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

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

107.1.1.7 Requests for Pay:

Each Request for Pay must be accompanied by a DBE/MBE/WBE Participation Report in the form as provided in these documents.

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

**107.1.2 ORDER FOR PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS
NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND
SUBCONTRACTORS**

107.1.2.1 During the performance of this Contract, **CONTRACTOR** agrees as follows:

- A. **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, or national origin. **CONTRACTOR** shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex, disability, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. **CONTRACTOR** agrees to post

	<p>in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.</p> <p>B. CONTRACTOR shall in all solicitations or advertisement for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, disability, or national origin.</p> <p>C. CONTRACTOR shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of CONTRACTOR'S commitments under this Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>D. CONTRACTOR shall furnish all information and reports required by the contracting agency and will permit access to its books, records and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.</p> <p>E. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and such contract may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for further government contracts until CONTRACTOR has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be imposed and remedies invoked, as provided in Section 107.1.2.2 ENFORCEMENT of this order, and the rules and regulations of the Arizona Civil Rights Division.</p> <p>F. CONTRACTOR shall include the provisions of paragraphs A through E in every subcontractor's contract and/or purchase order so that such provision will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect in the subcontract or purchase order, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, CONTRACTOR may request the State of Arizona to enter into such litigation to protect the interests of the State of Arizona.</p> <p>G. Each CONTRACTOR having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of CONTRACTOR and each subcontractor in a form as the Arizona Civil Rights Division may prescribe.</p> <p>H. Bidders or prospective contractors or subcontractors shall state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in that event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.</p> <p>I. Whenever CONTRACTOR or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers, or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising</p>
--	--

apprenticeship or training and such labor union or agency shall refuse to furnish such information to **CONTRACTOR, CONTRACTOR** shall so certify to the contracting agency as part of its compliance report and shall set forth what efforts Contractor has made to obtain such information.

- J.** The contracting agency or the Civil Rights Division requires that the bidder or prospective contractor or subcontractor submits as part of his compliance report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals, with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, disability, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency refuses to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

107.1.2.2 ENFORCEMENT

- A.** Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.
- B.** The Civil Rights Division may investigate the employment practices of any government contractor or subcontractor or initiate such investigation by appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which alleges discrimination, contrary to the contractual provisions specified in Section 107.1.2.1 of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency, that agency shall report to the Civil Rights Division that action has been taken or is recommended with regard to such complaint.
- C.** The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentality's to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work, to cooperate in the implementation of the purposes of this order.
- D.** The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private as the Division may deem advisable for compliance, enforcement or educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or

	<p>recommending the imposition of penalties and sanctions under this order.</p> <p>E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.</p> <p>F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.</p> <p>1. Contracts may be canceled in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division; provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any non-Complying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.</p> <p>2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings are instituted under this order or before a contract is canceled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.</p>
--	---

107.2 PERMITS:

Permits, bonding and insurance requirements shall be as required by the Contracting Agency's statutes, codes, ordinances or regulations.

The Public Agency, when acting as the Contracting Agency, will attempt to obtain the required permits, but it is the duty of the Contractor to determine that all necessary permits have been obtained. The Contractor shall, at his own expense, obtain all the required permits which have not been furnished.

If the permits not included in the proposal pamphlet materially affect any condition, specification, quantity, etc. contained in the proposal pamphlet, the Contracting Agency shall issue an appropriate change order pursuant to Subsection 109.4.

In all cases, the Contractor or the person supervising the authorized work shall notify the appropriate permit agency so as to insure proper inspection by the agency concerned.

Municipality	Supplements
MC:	<p>107.2 PERMITS:</p> <p>Section 107.2 is revised to read:</p> <p>It is Contractor's responsibility to obtain all permits and licenses, pay all fees, charges, and taxes and prepare all required notices for the lawful execution of the work.</p> <p>Permits for earth moving may be obtained from Air Pollution Control, Maricopa County Department of Environmental Management, 2406 South 24th Street, Suite E-214, Phoenix, Arizona 85034, Telephone Number (602) 506-6700. A copy of the earthmoving permit and dust control plan shall be submitted to the</p>

Engineer prior to commencement of any earthmoving activities.

107.2.1 AZPDES (NPDES) Construction General Permit Requirements:

Unless otherwise directed by the County, the Contractor shall be responsible for compliance with the Arizona Pollutant Discharge Elimination System (AZPDES) requirements administered by the Arizona Department of Environmental Quality (ADEQ). For projects that include Indian Tribal Lands, the Contractor shall also be responsible for compliance with the National Pollutant Discharge Elimination System (NPDES) requirements of the Environmental Protection Agency (EPA).

107.2.1.1 Regulation Compliance: The Contractor shall take all necessary measures to assure compliance of employees and subcontractors with the AZPDES Construction General Permit for Arizona as well as all other applicable federal, state and local laws, ordinances, statutes, rules and regulations pertaining to stormwater discharge and air, ground water and surface water quality. As the permittee, the Contractor is responsible for preparing, in a manner acceptable to the ADEQ and the EPA, all documents required by regulation, which shall include but not necessarily be limited to the following:

107.2.1.1.1 Notice of Intent (NOI).

107.2.1.1.2 Stormwater Pollution Prevention Plan (SWPPP).

107.2.1.1.3 Notice of Termination (NOT).

107.2.1.2 NOI Submittal: Preliminary copies of the NOI and the SWPPP shall be submitted to the County during the pre-construction conference and shall be subject to review by the County prior to implementation.

The Contractor shall ensure the completed and duly signed NOI form(s) are submitted in a timely manner to prevent a delay to project construction.

The AZPDES form shall be submitted to ADEQ's Phoenix office by certified mail or hand delivered to the address below:

Stormwater Program-Water Permits Section/NOI
Arizona Department of Environmental Quality
1110 West Washington, 5415B-3
Phoenix, AZ 85007

The form may also be faxed to ADEQ at 602-771-4674 or submitted via "smart NOI" accessible from the ADEQ's website:

<http://www.ev.state.az.us/envirom/water/permits/stormwater.html>

If the construction is near an impaired or unique water, the SWPPP shall be submitted with the NOI. Permit activation may require 32 business days or more for construction sites near impaired or unique waters, as well as for construction sites with special concerns, therefore documentation is to be submitted to ADEQ as early as possible (preferably at least 32 business days prior to the desired start of construction).

All local municipalities within the construction project limits shall be notified, as applicable.

When Indian Tribal Land is involved a NOI shall be submitted to EPA's San Francisco office. Submittal can be made through the website:

www.epa.gov/npdes/stormwater/cgp

or by certified mail or hand delivered to the address below:

Stormwater Program-Water Permits Section/NOI
Water Division
EPA Region 9
75 Hawthorne Street
San Francisco, CA 94105

A copy of all submitted NOI forms shall be posted at the construction site. An additional copy shall be submitted to the Engineer.

107.2.1.3 Time Extension: Failure by the Contractor or subcontractor of any tier to submit a NOI within the mandated time frame shall result in delay of the construction start date and no claims for extension of time will be granted for such a delay.

107.2.1.4 SWPPP: The Contractor shall develop, implement, update and revise the SWPPP, as necessary, to assure compliance with permit requirements. The SWPPP shall be retained on the project site at all times during construction. Copies of forms and guidance for preparing the SWPPP are available in the "Drainage Design Manual for Maricopa County, Volume III Erosion Control." The manual is available at the Flood Control District, 2801 West Durango Street, Phoenix, Arizona 85009. In addition, a "Construction SWPPP Checklist" can be obtained from ADEQ for assisting in the preparation of the SWPPP.

107.2.1.5 Inspections: Contractor shall perform inspections of all stormwater pollution control devices on the project once every fourteen (14) days and within twenty-four (24) hours of each 0.5-inch or greater storm event, as required under the provisions of the AZPDES Construction General Permit for Arizona. Contractor shall prepare reports on such inspections and shall retain the reports for a period of at least three (3) years following the completion of the project. Inspection reports shall be submitted monthly to the County along with progress payment requests. Additionally, Contractor shall maintain all stormwater pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

107.2.1.6 NOT Submittal: Upon project completion, acceptance and demobilization, Contractor shall submit to the permitting agency a completed, duly executed Notice of Termination form for each NOI issued, with a copy to appropriate municipalities, thereby terminating all AZPDES permit coverage for the project. Contractor shall then provide to the County copies of the SWPPP, inspection information and all other documents prepared and maintained by the Contractor in compliance with the AZPDES Construction General Permit. Contractor shall retain the originals of such documents for a period of at least three (3) years following the completion of the project and make such documents available for inspection by representatives of the Environmental Protection Agency, the Arizona Department of Environmental Quality, the County, and any municipality having jurisdiction, upon request.

107.2.1.7 Fines and Penalties: Fines and penalties imposed by the ADEQ or the EPA for Contractor's failure to comply with any or all of the permit requirements shall be borne by the Contractor.

107.2.1.8 Payment: The lump sum price for AZPDES shall include all material, labor, and costs relating to the NOI, NOT, and the SWPPP. This includes but is not limited to the preparation, installation, maintenance, and removal of temporary SWPPP elements, assuring proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. The lump sum price for AZPDES shall be inclusive of all related costs, and no additional claims shall be made by the Contractor under any other specification provision, including changed conditions. Contractor shall be compensated for this bid item at a rate of 25% of the total bid price with the first progress payment, with the remaining 75% prorated over the entire length of the project.

Municipality	Supplements
SC:	<p>107.2.1 NPDES Permit:</p> <p>(A) General requirements - The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Stormwater requirements for construction sites under the Environmental Protection Agency (EPA) General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the NPDES General Permit for Arizona as well as other Federal, State and local requirements pertaining to stormwater discharges. As the permittee, the contractor is responsible for completing, in a manner acceptable to the EPA, all documents required by this regulation including the following:</p> <ol style="list-style-type: none"> (1) Stormwater Pollution Prevention Plan (SWPPP) for the project including certification form. The contractor will be required to update and revise the SWPPP as necessary throughout the construction of the project in order to assure compliance with EPA permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project. (2) Notice of Intent (NOI) to be covered by NPDES General Permit for Arizona including certification of signature. (3) Notice of Termination (NOT) of coverage under NPDES General Permit for Arizona (upon project completion). <p>Copies of necessary forms, and guidance for preparing the SWPPP are available in the Drainage Design Manual for Maricopa County, Volume III EROSION CONTROL. The manual is available from the Flood Control District of Maricopa County, 2801 West Durango Road, Phoenix 85009, telephone (602) 506-1501.</p> <p>(B) Submittals:</p> <ol style="list-style-type: none"> (1) Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer at the time of the preconstruction meeting. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, prior to implementation. (2) The Contractor shall submit completed, signed NOI forms at least 48 hours prior to the initial start of construction on the project to EPA at the following address: EPA Stormwater Notice of Intent, P.O. Box 1215, Newington, VA 22122. One copy of the completed, signed NOI form shall be submitted to Arizona Department of Environmental Quality at the following address: Stormwater Coordinator, ADEQ, P.O. Box 600, Phoenix, Arizona 85001-0600. (3) Failure by the contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. The contractor shall submit a completed copy of the NOI prior to Notice to Proceed. A copy of the completed NOI shall be posted on the construction and a copy of the SWPPP shall be kept on the construction site. <p>(C) Contractor's Responsibilities:</p> <ol style="list-style-type: none"> (1) It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project on a monthly basis and following each rainfall of 0.50 inches or more at the project site and as required under the NPDES General permit for Arizona. The contractor shall prepare reports on these inspections and retain these reports for a period of three years following project completion as required under the NPDES General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency along with payment requests. The contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project. (2) No condition of either the NPDES General Permit for Arizona or the SWPPP shall release the contractor from any responsibilities or requirements under other environmental statutes and regulations.

(3) Upon total project completion, acceptance, and de-mobilization, the contractor shall submit its completed, signed NOT form to the EPA with copies to the same agencies who received copies of the NOI, thereby terminating all NPDES permit coverage for the project.

(D) Payment: There shall be no separate payment made to the Contractor for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include contractor costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

107.2.2 Air Quality Permit:

(A) General Requirements: The Contractor shall comply with the Maricopa County Air Pollution Control Regulations, as revised July 6, 1993, governing construction activities. Under provisions of this regulation, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures, to assure compliance with the regulations. As the permittee, the Contractor is responsible for completing all documentation required by the regulation, including the following:

- (1) Application for Earth Moving Equipment Permits and Permits to Operate required by Rule 200 and Rule 310 of the above regulations.
- (2) Control Plan to prevent or minimize fugitive dust will be submitted with the completed Application for Permit.

Copies of permit applications and sample control plan formats may be obtained from the Maricopa County Environmental Management and Transportation Agency, Division of Air Pollution Control, 2406 South 24th Street, Suite 214, Phoenix, AZ 85034; telephone: 602-506-6700.

(B) Information Required for Inclusion in a Control Plan:

- (1) Name(s), address(es) and phone number(s) of person(s) responsible for the preparation and implementation of the Control Plan and responsible for the dust generating operations.
- (2) A plot plan of the site which describes:
 - (a) The total area of land surface to be disturbed and the total area of the entire project site, in acres;
 - (b) The operation(s) and activities to be carried out on the site;
 - (c) All actual and potential sources of fugitive dust emissions on the site;
 - (d) Delivery, transport and storage areas for the site, including types of materials stored and size of piles.
- (3) A description of:
 - (a) Reasonably available control measures or combination thereof to be applied during all periods of dust generating operations to each of the fugitive dust sources described on the plot plan. For each source identified at least one control measure must be implemented;
 - (b) Dust suppressants to be applied, including product specifications or label instructions for approved usage; the method, frequency and intensity of application; the type, number and capacity of application equipment; information on environmental impacts and approvals or certifications related to appropriate and safe use for ground applications;

(c) The specific surface treatment(s) and/or reasonably available control measures utilized to control material track-out and sedimentation where unpaved and/or access points join paved surfaces.

(d) For each fugitive dust source at least one auxiliary reasonably available control measure designated as a contingency measure shall be described in the original Control Plan. Should the original reasonable available control measure in the Control Plan prove ineffective, immediate, successful and effective implementation of the contingency measure shall obviate the requirement of submitting a revised Control Plan.

(C) Haul Trucks: The following requirements shall apply to the use and operation of any haul truck:

(1) The cargo compartment of a haul truck shall be constructed and maintained so that no spillage or loss of bulk materials can occur from holes or other openings in the cargo compartment.

(2) Any haul truck carrying bulk materials shall be properly loaded so that the freeboard is not less than three inches and be effectively covered with a tarp or other suitable enclosure in such a manner so as to prevent or minimize fugitive dust.

(3) Any haul truck shall be cleaned or kept covered once emptied and/or between cargoes when the residual particulate matter remaining in the cargo space is capable of becoming fugitive dust.

(D) Submittals:

(1) Preliminary copies of the Contractor's permit application and control plan shall be submitted to the Engineer at the time of the pre-construction conference. Any necessary revisions recommended by the Engineer will be made prior to submission to the County.

(2) The Contractor shall submit the completed application and control plan to the County, at the above address, at least 48 hours prior to the projected start of construction.

(3) Failure of the Contractor to obtain a signed Earth Moving Air Quality Permit from the County may result in delay of the start of construction. The Contractor shall submit a signed copy of the permit, with the control plan, to the Contract Administrator and maintain a copy in a conspicuous location at the construction site.

(E) Contractor's Responsibilities:

(1) It is the Contractor's responsibility to apply Reasonably Available Control Measures (RACM) to all phases of construction activities to prevent or minimize the generation, emission, entrainment, suspension and/or airborne transport of fugitive dust. Typical RACM are identified in the Regulations, which may be obtained at the above address.

(2) If the Contractor or Contract Administrator determines during construction activities that the initial control plan is inadequate, revisions to the plan will be made by the Contractor and submitted to the Engineer for approval.

(F) Payment: There shall be no separate payment made to the Contractor for material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction.

107.2.3 Marshalling Yard Permit:

The Contractor is required to obtain a permit from the City when using vacant property to park and service equipment and store material for use on the Contract Agency construction contracts. This permit will conform to the requirements of MAG Subsection 107.6.1, including COS supplemental requirements.

107.3 PATENTED DEVICES, MATERIALS AND PROCESSES:

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Contracting Agency, any affected third party or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Contracting Agency for any costs, expenses, and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of the work.

Municipality	Supplements
MC:	<p>107.3 Patented Device Materials Sources: Section 107.3 add the following: All materials not specifically noted as provided by the County or other participating agency shall be obtained from commercial sources. Contractor shall pay all royalties or any other charges or expenses incurred in connection with the securing and hauling of the material. Contractor shall provide the Engineer with a list of proposed commercial sources prior to utilization of such sources and shall present satisfactory evidence that the material obtained from the commercial sources meets the specifications of this project.</p>

107.4 ARCHAEOLOGICAL REPORTS:

Attention is directed to Sections 41-844 and 41-846 Arizona Revised Statutes. In view of the above, it shall be a provision of every contract that when archaeological features are encountered or unearthed in the excavation of material pits or of the roadway prism, or other excavation, the Contractor shall report promptly to the Director of the Arizona State Museum and the Contracting Agency. The Contractor will be allowed extra time as appropriate in accordance with the provisions of Section 108.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Engineer may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the work covered by the contract.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated there under.

Municipality	Supplements
MC:	<p>107.5 Safety, Health and Sanitation Provisions: Section 107.5 add the following: All water for Contractor's own use, drinking water, temporary electric power, heat, and telephone services shall be arranged for or provided by Contractor, at Contractor's sole expense.</p>

107.5.1 Asbestos Materials: If asbestos materials are encountered during any building remodeling/demolition work, the Contractor shall comply fully with the Arizona Administrative Code, A.A.C. R18-2-901 and notify the Engineer. An extension of contract time will be granted for any delay resulting from the asbestos material in accordance with Section 108.

107.5.2 Lead-Containing Paint: Paint and similar surface coating materials that contain lead compounds and in which the lead content exceeds 0.06 percent of the total weight of the non-volatile content of the paint or the weight of the dried paint film is declared a banned hazardous product and will not be used (Consumer Product Safety Act Part 1303 dated 9-1-77).

Municipality	Supplements
MC:	<p>107.5.3 HAZARDOUS MATERIAL HANDLING</p> <p>107.5.3.1 Material Safety Data Sheets:</p> <p>Contractor shall furnish to the County Material Safety Data Sheets (MSDS) for all regulated and/or hazardous substances which Contractor plans to bring to the site and which may be harmful to humans, animals, vegetation, ground and surface water, and the environment and which are regulated under the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Resources Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation, and Liability Act.</p> <p>107.5.3.2 Regulated and/or Hazardous Materials:</p> <p>Contractor shall further furnish to the County prior to the start date of the work a list of all regulated and/or hazardous materials, identified above, which Contractor intends to bring to the site. The list shall contain the following information:</p> <p style="padding-left: 40px;">Quantity of material Description of material Intended use of the material</p> <p>Additionally, Contractor shall furnish the County with Material Safety Data Sheets for all regulated and/or hazardous substance Contractor plans to bring to the site or use during the performance of the work.</p> <p>Contractor shall immediately report spills of oil, gasoline, diesel, lubricants, chemicals and other hazardous material or regulated substances to the County and to all federal, state and local agencies having jurisdiction. Accidental spills shall be immediately contained, the spilled material and contaminated soil removed in accordance with the guidelines established on the Material Safety Data Sheets and in accordance with all applicable federal, state and local laws, mandates, regulations and ordinances. After completion of the clean-up activities, Contractor shall restore the spill area to preexisting conditions.</p> <p>107.5.3.3 Identify Potentially Hazardous Materials:</p> <p>The County will make reasonable effort to locate and identify potentially hazardous materials and/or underground storage tanks within the project area, prior to construction. In the event material is found by the Contractor or subcontractors of any tier, during the performance of the work, that is suspected to be hazardous, Contractor shall follow the following procedure:</p> <p>(A) Call “911” in a life threatening situation.</p> <p>(B) Stop work at the affected area and remove all personnel from that area.</p> <p>(C) Barricade the area and provide traffic control to prohibit unauthorized entry.</p> <p>(D) Notify the MCDOT Safety Office (602 506-8601) and the Engineer.</p> <p>(E) Notify the appropriate regulatory agency(ies) and emergency services.</p> <p>The Engineer, in consultation with the appropriate regulatory agencies and emergency services, will</p>

	<p>determine the necessary remediation plan for the Project.</p> <p>Remediation activities shall only be performed by a certified hazardous waste disposal remediation company, approved by the County.</p> <p>107.5.4 Energized Electric Power Lines: Whenever the Contractor has construction equipment and personnel in the immediate vicinity of energized aerial electric power lines, the Contractor shall not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to extreme hazard from electrical shock. Contractors, their employees, and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum clearance between the lines and all construction equipment and personnel. Minimum clearances to be maintained are ten (10) feet from 12kv lines, eleven (11) feet from 69kv lines and sixteen (16) feet from 230kv lines (see OSHA Std. 1926.550 (a) 15 and Arizona Revised Statutes 40.360.41 through 45.). When it is necessary to work less than the designated distance from energized power lines the Contractor must notify the appropriate utility company and make necessary arrangements which will insure adequate protection of personnel, equipment and the utility company power lines. The cost of such temporary arrangement will be borne by the Contractor.</p> <p>107.5.5 Safety Plan</p> <p>The Contractor's Safety Plan, in accordance with 29CFR1926.20, must be completed by the contractor and submitted to the Construction Engineer no later than five (5) business days prior to the pre-construction conference. Contractor Safety Plan Guidelines are available on the MCDOT website at: http://www.mcdot.maricopa.gov/manuals/home.htm</p>
PH:	<p>107.5.3 Hoist Certification: Prior to the final acceptance (MAG Section 105), the Contractor shall schedule a hoist, crane acceptance inspection through the Engineer. This inspection and load test will be performed by an agency approved by the Engineer. This inspection and acceptance will not relieve the Contractor from his contractual responsibility nor from his warranty for this installation</p>

107.6 PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The safety, convenience, and the protection of persons and property, of the general public and residents along the street, highway, and areas adjacent to the work area shall be provided for by the Contractor.

107.6.1 Contractor's Marshaling Yard: If the Contractor or his subcontractor utilizes property outside the limits of the project in the performance of the contract, the Contractor/subcontractor shall comply with the following:

Municipality	Supplements
PH:	<p>107.6.1 Contractor's Marshaling Yard: Contractors shall obtain approval of the City Engineer when using vacant property to park and service equipment and store material for use on City construction contracts.</p> <p>(A) The Contractor shall notify adjacent property owners/residents of this proposed use.</p> <p>(B) Any use of vacant property adjacent to or near the project for parking or servicing equipment and/or storing of material will require the Contractor to obtain written approval from the property owner. This approval shall contain any requirements which are a condition of this approval.</p>

	<p>(C) A copy of the property owner's approval shall be submitted along with the Contractor's request to the City Engineer for approval for the use of the marshaling yard in connection with the project. An appropriate distance from adjacent property will be set by the City Engineer on a case by case basis on the size and type of equipment to be used on the project.</p> <p>(D) The yard shall be fenced and adequately dust-proofed in a manner such as to preclude tracking of mud onto paved City streets.</p> <p>(E) Work in the yard shall be scheduled so as to comply with the City Noise Ordinance.</p> <p>(F) Equipment, materials, etc., shall be located so as to minimize impact on adjacent properties. A sound barrier may be required if deemed necessary by the City Engineer.</p> <p>(G) The Contractor shall clean up property promptly upon completion of use.</p>
--	--

Municipality	Supplements
SC:	<p>107.6.1 Contractor's Marshaling Yard: <i>Add the following paragraphs after the first paragraph (added text is highlighted):</i></p> <p>...when using vacant property to park and service equipment and store material for use on the Contracting Agency construction contracts.</p> <p>The Contractor shall not store equipment, personal vehicles or materials within the right-of-way.</p> <p>The Contractor shall obtain a permit from the City for marshaling areas they propose to use. Minimum requirements include the following:</p> <p><i>Add the following paragraphs after paragraph (H):</i></p> <p>(I) The Contractor shall notify adjacent property owners/residents of the proposed use.</p> <p>(J) An appropriate distance from adjacent property will be set by the City on a case-by-case basis based on the size and type of equipment to be used on the project.</p> <p>(K) A sight or sound barrier may be required if deemed necessary by the City.</p>

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

- (A) Prior to occupying the property, the Contractor shall provide written notification as to the number and location of all properties to be used. The notification shall specify in detail how the Contractor proposes to use each property and how he proposes to comply with (B) through (D) below. Also, the Contractor shall provide a statement, signed by the property owner(s), which gives the Contractor permission to use the property.
- (B) The property(s) shall be adequately maintained to control dust, mud, trash and other pollutants from leaving the property.
- (C) Work on the property(s) shall be scheduled so as to comply with the Agency Noise Ordinance.
- (D) Use of the property(s) such as location of stored materials, service of equipment, etc., shall be conducted to minimize impact on adjacent properties.
- (E) The Contractor shall leave the property in a condition, as determined by the Engineer, equivalent to that which existed prior to entry. In no case shall any use cause, or allow to remain, any negative impact to adjoining properties or right-of-way unless such impact existed prior to the Contractors' use.
- (F) The Contractor shall obtain a written release signed and dated from each property owner after completion of use. Each

release shall state that, at the time of signing, the owner accepts the property in its present condition from the Contractor and relieves the Contractor and the Agency from any or all claims for the use or damage to said property. A copy of each release shall be submitted to the Engineer.

(G) This Subsection also applies to all levels of subcontractors who will need to obtain marshaling yards for the project, which will be separate from that of the Contractor. It will be the responsibility of the Contractor to obtain copies of the various documents from the subcontractors, as required above, and provide them to the Engineer.

107.6.1.2 Contractor’s Marshaling Yard when the Agency is not the Contracting Party (private development, utility work, subdivision construction, etc):

All conditions will apply as in Subsection 107.6.1.1 except that the permit holder will be responsible for obtaining all documents. The permit holder will retain the documents and make them available to the Agency upon request.

107.6.2 The Contractor shall comply with the Agency Code concerning work hours and noise level during construction.

Municipality	Supplements
MC:	<p>107.6 PUBLIC CONVENIENCE AND SAFETY add the following:</p> <p>107.6.3 Control of Airborne Pollutants and Sediment Tracking</p> <p>Contractor shall cover dump trucks while transporting materials that may become airborne during transit. After dumping of such materials, Contractor shall either cover truck bed or take measures to remove all residues that may become airborne.</p> <p>Contractor shall minimize off-site tracking of sediments by brushing or blowing off construction vehicles, or any other method deemed appropriate by Contractor, prior to exiting the construction site.</p> <p>107.6.4 Protective Fencing</p> <p>The Contractor shall furnish and install 6-foot high temporary chain link fencing, or approved equal, satisfactory to the Engineer, around all major structure construction areas (i.e., bridges, pump houses, drop structures, retaining walls, etc.) and around any unattended excavation deeper than four feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the construction activity and shall be secured after normal working hours to prevent unauthorized access.</p>
PH:	<p>107.6.2 City Code Section 23-14 (h):</p> <p>The Contractor shall comply with the City Code concerning work hours and noise level during construction.</p>

107.7 BARRICADES AND WARNING SIGNS:

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads, partially or fully closed to traffic, shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road. Such warning signs shall be constructed and erected in accordance with the Traffic Barricade Manual prepared or adopted by the Contacting Agency's Traffic Engineering Department which is hereby made a part of these specifications.

107.8 USE OF EXPLOSIVES:

The use of explosives or blasting agents is controlled by the Uniform Fire Code, which is generally administered by the Fire Department of the Agency. The Contractor shall obtain a special permit from the Agency's Fire Department for the use of explosives. A copy of this permit shall be delivered to the Engineer prior to the use of explosives. If the Agency does not use the Uniform Fire Code or have a department for enforcement of this Code, the Contractor shall use explosives only when authorized in writing by the Engineer. The approval by the Engineer for the use of explosives shall not relieve the Contractor from his responsibilities for proper use and handling of the explosives or for any and all damages resulting from their use.

Explosives shall be transported, stored, handled and used in accordance with the provisions and requirements of all applicable laws, ordinances and regulations. Work shall be done in accordance with recommendations of the AGC Manual of Accident Prevention in Construction, the Institute of Makers of Explosives, and the Occupational Safety and Health Administration Regulations (29 CFR 1926.1(U)). In addition to the applicable regulations, the Contractor shall:

- (A) Exercise the utmost care not to endanger life or damage property.
- (B) Furnish and erect special signs to warn the public of his blasting operations. They shall be located and maintained so as to be clearly evident to the public during all critical periods of blasting operations.
- (C) Notify each public utility company, having structures adjacent to the work, of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to advise the Contractor of any precautions that should be taken to protect their structures from damage.
- (D) Make a survey of adjacent properties, before commencing blasting operations, locating on drawings and by photographs all existing cracks and damages to structures. A copy shall be filed with the Engineer, including a report.
- (E) Blasting shall be accomplished in such a manner that nearby buildings, structures, railways, highways, etc. will be safe from rocks and other projectiles. Adequate blasting mats or other means of protection shall be employed when blasting in congested area or close proximity to any of the above improvements. Steel mats shall not be allowed within 2,000 feet of powerlines.
- (F) At the time of firing, the Contractor shall station men along the road at sufficient distance from the blasting operation to flag down any vehicles.

The Contracting Agency reserves the right to order the discontinuance of blasting operations at any time.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at no cost to the Contracting Agency, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. Such damage will include but not be limited to landscaped areas. The contractor shall regrade the disturbed area as directed and restore the surface material to match existing in type and quality.

When construction is within temporary construction easements, the Contractor shall restore all disturbed areas to a condition equal to or better than the existing improvements. Such restoration will include but not be limited to asphalt, walkways, fences, lights, sprinklers, landscaping, etc. In the case of landscaping, the Contractor may remove and store sod and plant material. If, in the determination of the Engineer, the sod and/or plant material did not survive the transplanting in good condition, the Contractor

shall replace the sod and/or plant material to match in type and quality. Also, the Contractor may salvage any sprinkler system materials, lighting materials, etc. In the event that it is not feasible to reinstall the salvaged material, new material shall be installed.

The Contractor shall not dump spoil or waste material on private property without first obtaining from the owner written permission for such dumping. All such dumping shall be in strict conformance with the Grading and Drainage Ordinance of the Contracting Agency.

Access to private property shall be maintained to keep inconvenience to the property owner to a minimum. Prior to any construction in front of driveways the Contractor shall notify the property owner 24 hours in advance. Inconvenience caused by construction across driveways and sidewalks shall be kept to a minimum by restoring the serviceability as soon as possible. If it is necessary to leave open excavation for a long period of time, the Contractor shall provide structurally adequate steel plates to bridge the excavation.

Municipality	Supplements
SC:	<p>107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: <i>Add the following paragraphs:</i></p> <p>All areas that are shown on the plans as Natural Area Open Space (NAOS) shall be staked and flagged prior to any grading activity. Inadvertently disturbed areas shall be revegetated with indigenous material in natural densities.</p> <p>Native plants protected by City of Scottsdale Zoning Ordinance Sec. 7.500 shall not be disturbed without proper permit and approval. Protected native plants within the construction limits shall not be destroyed unless tagged with blue plastic tape in accordance with Chapter 46, Article V of the Scottsdale Revised Code.</p> <p>The Contractor shall submit a revegetation and irrigation plan to the City Inspector within 14 days of the disturbance. Following City approval of the revegetation and irrigation plan, the Contractor shall repair the disturbed area within 14 days unless a time extension is granted by the Engineer.</p>

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished work, by the action of the elements or from any other cause until the entire project is completed and accepted by the Engineer. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the Contracting Agency. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the Contracting Agency.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

At points where the Contractor's operations are adjacent to properties of utility firms or other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

If any utility service is interrupted as a result of accidental breakage, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until

provisions for continued service have been approved by the local fire authority.

The Contractor shall expose all underground utilities and structures which might interfere with the construction of the project, in order to permit survey location prior to construction.

The Contractor shall assume full responsibility for damages to any underground facility/utility as a result of failing to obtain information as to its location, failing to excavate in a careful, prudent manner or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the underground facility/utility for the total cost of the repair.

Municipality	Supplements
SC:	<p>107.11 CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES: <i>Add the following paragraphs:</i></p> <p>Existing in-service water valves, sewer manholes, or sewer clean-outs that are damaged during construction or are inaccessible due to construction shall be repaired or made accessible within seven (7) working days. If the deficiencies are not corrected within the prescribed time period, the necessary repairs will be affected by the City of Scottsdale at the expense of the Contractor.</p> <p>The Contractor shall be responsible for the immediate repair and reporting of any damage to any traffic signal equipment. This shall include, but shall not be limited to, such items as: underground conduit, detectors, detector lead-in wiring, signal heads, signal poles, mast arms, cables, controller, and other signal-related equipment. Wire splicing will not be permitted. Modification of traffic signals for construction shall require advance design and approval prior to the start of construction. All materials and installations shall conform to the latest Arizona Department of Transportation standard drawings and specifications for traffic signals, except as approved by the COS Traffic Engineering Director.</p>

107.12 FURNISHING RIGHT-OF-WAY:

The Contracting Agency will provide right-of-way and easements for all work in advance of construction. Any exceptions will be indicated in the special provisions.

107.13 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the Contracting Agency, Engineer, or their authorized representatives, either personally or as officials of the Contracting Agency, it being understood that in all such matters they act solely as agents and representatives of the Contracting Agency.

107.14 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Contracting Agency will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or estop the Contracting Agency from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Contracting Agency be precluded or estopped from recovering from the Contractor or his surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Contracting Agency of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract and in addition to any specific remedy provided the Contracting Agency in the contract documents, shall be liable to the Contracting Agency for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards the Contracting Agency's rights under any warranty or guaranty or remedy required by law.

Municipality	Supplements
MC:	<p>107.15 Community Relations:</p> <p>107.15.1 General: Contractor shall provide a community relations / public information program for</p>

projects with a bid item for COMMUNITY RELATIONS. The Contractor shall submit for approval a proposed community relations information program plan to the engineer no later than at the pre-construction conference. The program shall include, but not necessarily be limited to:

- (A) Printing and distribution of public notices.
- (B) Providing media news releases after review by the Engineer.
- (C) Providing telephone "Hot Line" 24-hour service.
- (D) Participate in public meetings as required by the Engineer.
- (E) Documenting existing property conditions prior to starting construction.
- (F) Preparing, mailing and tabulating the results of a final evaluation questionnaire.
- (G) Planning or otherwise participating in Dedication Ceremonies as requested by the Engineer.

Contractor shall use these or other approved means to inform the local residents and businesses of hours of construction, necessary operations which create high noise levels, street closures, detour locations, disruption of bus routes, haul routes and material delivery routes, and other delivery/pick-up routes.

107.15.2 Meetings: Contractor shall conduct a public pre-construction meeting at a location convenient to residents and business affected by the project. The time, location, agenda, and notification procedure shall be approved by the Engineer. This meeting shall be conducted after execution of contract documents and prior to the start of construction.

Contractor shall attend public meetings deemed necessary by the Engineer.

107.15.3 Informational Signage: Contractor shall provide and install advance information signs and project information signs. Advanced Project Notification Signing shall be installed at least 14 days before beginning construction to inform the public of the forthcoming project, construction dates, and suggested alternate routes. Signs shall not be constructed or installed prior to approval by the Engineer of the designs, sizes and proposed locations. Contractor shall maintain the signs as necessary and update the information as requested by the Engineer. Advance information signs and project information signs are not part of Section 401 Traffic Control but their location shall be shown in the Traffic Control Plan.

107.15.4 Telephone Hotline: Contractor shall furnish a private telephone line to be used solely for receiving incoming calls from local residents and businesses with questions or complaints concerning construction operations or procedures.

Contractor shall publish the Hotline phone number and maintain a 24-hour answering service. The answering service shall be manned during all hours. Contractor shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer weekly or at the request of the Engineer.

107.15.5 Existing Conditions Documentation: Contractor shall document existing property conditions within a 100-foot (minimum) radius of the project limits prior to construction. Documentation shall be video recorded tape supplemented with 35 mm photographs. The videotape shall not be made from a moving vehicle. One (1) copy of the documentation package shall be provided to the Engineer within ten (10) calendar days of the Notice to Proceed date.

107.15.6 Public Notification: Contractor shall submit a Public Information and Notification Plan in such a manner that the public pre-construction meeting shall be held prior to start of construction. No payments shall be made to the Contractor for this item until the Engineer approves the plan.

Prior to the start of the project, Contractor shall notify, by letter, all businesses and residents within the limits of this project. This letter shall have the following information:

- (A) Contractor's name and phone number (day and night)
- (B) Name of Contractor's Project Manager
- (C) Name of Contractor's Project Superintendent

- (D) Brief Description of Project
- (E) Construction Schedule, including anticipated work hours
- (F) Lane restrictions
- (G) Name of Maricopa County Department of Transportation Construction Manager/Engineer

Contractor shall furnish to the Engineer for approval a copy of the proposed letter, along with a proposed list of businesses and residents to whom the letter is to be sent.

All public notices, fliers, questionnaires, etc. shall be submitted to the engineer for approval prior to distribution.

All public notices, fliers, questionnaires, etc. shall adhere to MCDOT Right Roads Graphic Standards.

Prior to the completion of the project, if requested by the Engineer, a final evaluation questionnaire and containing return postage shall be distributed in a newsletter issue.

Contractor shall submit a final report/evaluation of the public information and notification plan process performed for this project. The report shall be submitted before the Contractor receives final payment.

107.15.7 Payment: The County will pay, based upon approved time and material invoices, in accordance with Section 109.5 an amount not to exceed the ALLOWANCE shown in the Bidding Schedule under Item COMMUNITY RELATIONS, for approved work performed in notifying and coordinating with the local population impacted by the project.

Work which is eligible for reimbursement includes: pre-construction public meeting(s), and construction meetings with impacted businesses, residents, schools, churches, and other parties; bi-weekly newsletters (plus others when necessary); advanced information signs, project information signs and temporary signs for individual local accesses; copies of documentation of existing conditions provided to the Engineer; and maintaining of a 24-hour telephone "hot line" for complaints. Contractor shall coordinate with the County to determine the population that shall be notified of meetings.

No payment will be made under this item for any calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer.

COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:

(A) On Bond Issue and Budget Projects, neither the Contractor nor any Subcontractor shall commence work on a project prior to receipt of the written Notice to Proceed from the Contracting Agency. The Contractor shall commence work as soon as practicable after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning with the day following the starting date specified in the Notice to Proceed.

(B) On Improvement District Projects, the Contractor shall commence work within 10 days from the date of execution of the contract with the Contracting Agency. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus any days extended on the contract, beginning with the day following the date of execution of the contract. The time set for completion of the project will be established by the Contracting Agency, in accordance with Arizona Revised Statutes Section 9-683.

The Contractor shall notify the Field Engineering Inspection Section 24 hours in advance of the time and place where work will begin and the Survey Section 2 working days in advance for staking.

Municipality	Supplements
MC:	<p>108.1 Notice to Proceed: Add section 108.1.1 as follows:</p> <p>108.1.1 PRE-CONSTRUCTION CONFERENCE</p> <p>After execution of the Contract by both parties and prior to the commencement of the work, the Engineer will schedule a pre-construction conference at the facilities of the Maricopa County Department of Transportation located at 2901 West Durango Street, Phoenix, AZ 85009. Contractor shall be represented at a minimum by a company official with signature authority on behalf of its organization.</p> <p>Contractor shall submit to the Engineer during the pre-construction conference the following documents:</p> <ul style="list-style-type: none"> (A) List of all subcontractors (B) List of all material sources (C) Assumptions and calculations used to determine each of the unit bid prices (D) Preliminary work schedule (E) Traffic control plans (F) Emergency telephone numbers (G) Signing authority letter (H) Name and telephone number of the certified safety professional (I) Copies of all Permits required for project Construction (J) Preliminary SWPPP and NOI <p>The following items shall be submitted at the preconstruction conference when reasonably feasible. When not submitted at the preconstruction conference, the submittal(s) shall be specifically shown in the work schedule. The submittals shall be scheduled at least 45 days prior to intended use and/or material transport to the project site.</p>

	<p>(K) Material safety data sheets</p> <p>(L) Mix designs</p> <p>(M) Manufacturer’s certification for all materials</p> <p>(N) Shop drawings</p> <p>The pre-construction conference will cover topics such as critical elements of the work schedule, payment application and the processing of invoices. Additionally, a scheduled start date for the work will be determined.</p>
--	---

108.2 SUBLETTING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts, or of his right, title, or interest therein, without written consent of the Contracting Agency.

Subcontracts shall be in accordance with and the Contractor shall be bound by the following provisions:

- (A) All subcontracts shall be subject to the approval of the Engineer.
- (B) All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the contract.
- (C) Subcontractors shall conform to the regulations governing employment of labor.
- (D) The subcontracting of any portion of the work will in no way release the Contractor of his liability under the contract and bonds.
- (E) On all contracts for pipeline construction, roadway construction or roadway maintenance, the Contractor shall perform, with his own organization, work amounting to not less than 50 percent of the total contract cost.

On other types of contracts the individual agency shall determine the percentage or waive this requirement.

Municipality	Supplements
MC:	<p>108.2 SUBLETTING OF CONTRACT</p> <p>Add the following:</p> <p>The Engineer will not consent to subletting of any portion of the contract if a copy of the subcontract or lower tier subcontract is not received. The Engineer's consent shall in no way be construed to be an endorsement of the subcontractor or its ability to complete the work in a satisfactory manner.</p> <p>The subcontract, purchase order, or lease agreement shall be evidenced in writing and contain all pertinent provisions and requirements of the prime contract. The following data shall be submitted seven calendar days prior to the start of each subcontractor's work.</p> <p>(A) A complete copy of each subcontractor agreement and each second tier subcontractor</p>

	<p>agreement.</p> <p>(B) Verification that all required Federal Provisions; i.e., Federal Form 1273, Executive Order, and Wage Determination Decisions are attached to each subcontract in any federal-aid funded contract.</p> <p>(C) Subcontracts must show the total price subcontracted. The items of work, and quantities of each item subcontracted shall be shown. Unit Prices or Extended Prices may be deleted except in the case of DBE subcontractors.</p> <p>(D) DBE subcontracts shall include full extensions of all unit prices.</p> <p>(E) Partial items shall be explained in detail and show the amount of each contract item being subcontracted. Non-contract item work shall be fully explained.</p> <p>(F) The contractor shall certify to the County that all of its subcontractors have all required registrations.</p>
--	---

108.3 CORRESPONDENCE TO THE CONTRACTOR:

A written notice, to the Contractor from the Contracting Agency, shall be considered delivered and the service thereof completed, when said notice is posted, by certified mail, to the said Contractor at his last given address, or delivered in person to the Contractor or his authorized representative on the work.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:

The Contractor, when required, shall furnish the Engineer a construction schedule for his review. The Engineer's review of the Contractor's schedule is for purposes of: 1) the Contracting Agency's staffing the project as may be required; 2) to insure general compliance with the contract documents as it relates to the completion of all work; and 3) to monitor and evaluate the construction status for purposes of approving progress payments. In the event the schedule does not contain sufficient information to meet the above purpose, as determined by the Engineer, the Contractor shall resubmit a new schedule with the additional information requested by the Engineer. The right to determine the sequence of the work is a function vested solely in the Engineer and the construction schedule, when established, shall not be changed without the written consent of the Engineer. The orderly procedure of all work to be performed shall be the full responsibility of the Contractor.

Municipality	Supplements
MC:	<p>108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE: Section 108.4 is revised to read:</p> <p>Contractor shall be solely responsible for the planning, scheduling and execution of the work to assure timely completion of the project.</p> <p>108.4.1 The initial schedule shall be submitted to the County in triplicate for review at the pre-construction conference. The schedule shall be a schematic (arrow) or precedence diagram, reflecting the work stages and all activities required for the successful completion of the project. The schedule shall show enough detail to allow day to day monitoring of Contractor's operation and shall include major milestone dates for the work.</p> <p>108.4.2 The schedule shall include a complete critical path schedule and shall include a detailed network diagram with the following elements:</p> <p>108.4.2.1 Contractor's schedule shall be time scaled in calendar days and all activities shall be recorded from the initial start dates to their completion dates. Unless specific approval was given by the Engineer, the individual activities shall not exceed fifteen (15) calendar days in length. The plot size and scale shall be acceptable to the Engineer.</p>

108.4.2.2 The schedule shall reflect the order and the individual categories for each activity described in section 108.4.2.7, below. Critical activities shall be highlighted by use of color or any other method acceptable to the Engineer.

108.4.2.3 The schedule shall include, in addition to all construction activities, such tasks as mobilization, demobilization, submittal and approval of material samples and shop drawings, procurement of major material and equipment items, fabrication of special items and the installation and testing of such items. The schedule shall also reflect coordination activities with other projects.

108.4.2.4 Activities shall show sufficient detail to allow the reviewer to easily follow the sequence of the work, for example, forming, reinforcing and placement of concrete on the specific calendar days such activities are scheduled.

108.4.2.5 The diagram shall show each activity, the preceding and the following activity, the activity description, the total float time, and the duration of the activity in working days.

108.4.2.6 Activity descriptions on the diagram shall be job-specific and not of a generic nature.

108.4.2.7 In addition to the diagram, Contractor shall submit a schedule report of the network outlining the following data for each activity:

(A) preceding and following event and activity numbers

(B) activity description

(C) activity duration

(D) earliest commencement date

(E) earliest completion date

(F) latest commencement date

(G) latest completion date

(H) total float times

(I) responsible party for specific activity

108.4.3 Contractor shall update its schedule as mandated by the following events or as requested by the Engineer.

108.4.3.1 Contractor shall submit to the County on the tenth (10th) working day of each month a construction progress report (three originals and three copies) describing all completed or in progress activities and the level of completion of all activities to date in connection with this project. Detailed information shall be given for all negative float time. If the Engineer determines that any or all parts of the network diagram requires revision, Contractor shall furnish the County with the requested revisions within ten (10) calendar days of such request.

108.4.3.2 The monthly report shall be accompanied by a brief description of the job progress, problems encountered, current and anticipated delaying factors and the potential impact on the project schedule, and a description of corrective measures taken or proposed. It shall also include any departures from earlier schedules, including but not limited to, logical sequence or logical ties, constraints, changes in scheduled activities and the duration of such changes, addition or deletion of event numbers, activity numbers and activity descriptions. Contractor shall outline the reason for the departure from the original schedule.

	<p>108.4.3.3 All costs and expenses incurred by the Contractor for the preparation of schedules and/or reports and all revisions thereto, are considered an overhead item and therefore not reimbursable as a separate pay item.</p> <p>108.4.3.4 In addition to allowances for various activities in connection with the work, Contractor shall base the schedule on normal weather conditions and shall incorporate the following factors:</p> <p style="padding-left: 40px;">(A) procurement and shipping times for material (B) concrete curing time (C) reasonable allowances for relocation of utilities</p> <p>108.4.3.5 The Engineer's review of the schedule shall not constitute an acceptance of responsibility by the County for the content of the schedule and shall not relieve Contractor of its obligations to commit all its resources to meet the schedule set forth in the specifications. Free float time within the project's stated contract time limit shall remain available for use by the project. The County or the Contractor may use as needed the available project free float time. The Engineer's review of the schedule shall not constitute a basis for additional time to complete the work specified in the scope of work nor shall it serve as basis for additional compensation.</p>
--	--

Review of a submitted schedule by the Engineer shall in no way be construed as an affirmation or admission that the schedule is reasonable or workable which responsibilities remain the obligations of the Contractor. When the schedule shows a completion prior to the contract completion date, this extra time between the contract completion date and the scheduled completion date (float), may be used by the Contracting Agency without additional compensation to the Contractor. The Contracting Agency shall not be liable to the Contractor for any damages for delay if the Contractor completes the work prior to expiration of the original Contract completion date or as modified by approved change orders, if any.

108.5 LIMITATION OF OPERATIONS:

The Contractor shall conduct the work at all times in such a manner and sequence that will assure the least interference with traffic and inconvenience to the public. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

All traffic affected by the construction will be regulated in accordance with the current Traffic Barricade Manual prepared or adopted by the Contracting Agency's Traffic Engineering Department.

Except in emergencies endangering life or property, written permission shall be obtained from the Engineer to perform any work after regular working hours, on weekends, or legal holidays. Prior to the start of such work, the Contractor shall arrange with the Engineer for the continuous or periodical inspection of the work, surveys and tests of materials, when necessary.

If, in the opinion of the Engineer, the Contractor has fallen behind the approved progress schedule, the Contractor shall take such steps as may be required by the Engineer, including but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the work is back on schedule. He shall also submit for approval no later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained, all at no additional cost to the Contracting Agency.

Municipality	Supplements
MC:	<p>108.5 LIMITATION OF OPERATIONS Add the following:</p> <p>Regular work hours vary depending on time of year, the Contractor shall submit proposed weekday regular work hours at the pre-construction meeting (pre-job conference) for approval. The Contractor shall be subject</p>

	<p>to additional inspection fees for overtime work when work is performed on weekends, legal holidays, or at times other than the approved regular work hours.</p> <p>The Contractor shall comply with all local noise ordinances. For unincorporated areas the Contractor shall not conduct any work during the hours 7:00 p.m. to 6:00 a.m. without the written approval of the Engineer. Special noise abatement conditions and procedures may be required if nighttime work is approved.</p>
--	--

108.6 CHARACTER OF WORKMEN; METHODS AND EQUIPMENT:

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by the specifications.

All workmen shall be competent and have sufficient skill, knowledge and experience in their class of work and in the operation of equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or any Subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed from the work by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer. The Contractor or Subcontractor shall keep the Contracting Agency harmless from damages or claims for compensation that may occur in the enforcement of this section.

Should the Contractor or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until such orders are complied with.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to the work area.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the work in conformity with the requirements of the specifications.

When the specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than those specified, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with the specifications. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet the specifications, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved nor in contract time as result of authorizing a change in methods or equipment under these provisions.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The number of calendar days allowed for the completion of the work included in the contract will be as stated in the proposal and will be known as the contract time.

When the contract time is on a calendar day basis it shall consist of the number of calendar days specified, including all weekends and legal holidays. All calendar days elapsing between the effective dates of any written notice from the Engineer to suspend work and to resume work following suspensions, not the fault of the Contractor, shall be excluded.

When the contract completion time is a fixed calendar date it shall be the date on which all work on the project shall be completed and meet final inspection.

If the Contractor finds it impossible for reasons beyond his control to complete the work within contract time as specified or as extended, he shall immediately submit a written request to the Engineer¹ for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer* finds that the work was delayed because of conditions beyond the control and through no fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

108.8 GUARANTEE AND WARRANTEE PROVISIONS:

The Contractor shall guarantee the work against defective workmanship or materials for a period of 1 year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

Any omission on the part of the Engineer to condemn defective work or materials at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or materials at any time before final acceptance and within 1 year thereafter.

Should any defects develop within 1 year from the date of final acceptance due to faults in workmanship or materials the Contractor shall, within 14 calendar days of receipt of written notice from the Contracting Agency, begin making the necessary repairs to the satisfaction of the Engineer. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work, all at no additional cost to the Contracting Agency.

If defects develop which are determined by the Engineer to be an emergency, the Engineer shall notify the Contractor, via the most expeditious means, regarding the nature and condition of the defects. In turn, the Contractor shall immediately dispatch necessary forces to correct the defect or the emergency condition. If the Contractor, in his initial action, resolves the emergency condition but not the defect, a letter as discussed above will follow and normal procedures for corrections will be employed. If immediate or appropriate action, satisfactory to the Engineer, is not taken by the Contractor, or if the Contractor cannot be contacted, the Engineer will deploy necessary forces to correct and/or secure the deficiency. Costs of the Engineer's action shall be paid by the Contractor and/or his bonding agency. Should it later be determined that the defects requiring such emergency action are not the responsibility of the Contractor, the Contractor will be paid for all costs incurred as a result of these demands in accordance with Subsection 109.5. Such action by the Engineer will not relieve the Contractor of the guarantees required by this section or elsewhere in the Contract Documents.

In case of work, materials, or equipment for which written warranties are required by the special provisions, the Contractor shall provide or secure from the appropriate Subcontractor or supplier such warranties addressed to and in favor of the Contracting Agency and deliver same to the Engineer prior to final acceptance of the work. Delivery of such warranties shall not relieve the Contractor from any obligation assumed under any other provisions of the contract.

The warranties and guarantees provided in this subsection of the contract documents shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law.

Municipality	Supplements
MC:	<p>108.8 GUARANTEE AND WARRANTY PROVISIONS: The first paragraph of the guarantee and warranty provisions of the Uniform Standard Specifications shall be replaced with the following paragraphs:</p> <p>Contractor warrants that the work performed and materials used shall be free of defects for the period of one (1) year from the date of final acceptance of the work, excluding ordinary wear and tear or unusual abuse and neglect. Additionally, Contractor warrants that all corrections made under the warranty provisions of Section</p>

*For Improvement District Project: The words “Superintendent of Streets” will be substituted for the word “Engineer.” Any extension of contract time will be determined by the Superintendent of Streets with the consent of the governing body.

	<p>108.8 of the Uniform Standard Specifications shall be free of defects in workmanship or material for a period of one (1) year, commencing on the day of final acceptance of the corrections by the Engineer.</p> <p>Failure by the Engineer to reject defective workmanship and/or material during construction shall not be construed as an acceptance of said workmanship and/or material and Contractor shall correct such workmanship and/or material at the request of the County at any time prior to final acceptance of the work or for a one (1) year period thereafter.</p>
--	--

108.9 FAILURE TO COMPLETE ON TIME:

For each and every calendar day that work shall remain incompleated after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer, the sum per calendar day shown in table 108-1, unless otherwise specified in the proposal form, may be deducted from monies due to or to become due to the Contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the Contracting Agency and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the contract.

TABLE 108-1		
LIQUIDATED DAMAGES		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day or Fixed Date
\$ 0	\$ 25,000	\$ 210
25,000	50,000	250
50,000	100,000	280
100,000	500,000	430
500,000	1,000,000	570
1,000,000	2,000,000	710
2,000,000	5,000,000	1,070
5,000,000	10,000,000	1,420
10,000,000	—	1,780

108.10 FORFEITURE AND DEFAULT OF CONTRACT:

It is further agreed to by the Contractor that if he:

- (A) Fails to begin the work under the contract within a reasonable time, or
- (B) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work, or
- (C) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as

unacceptable and unsuitable, or

(D) Discontinues the prosecution of the work, or

(E) Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

(F) At any time colluded with any party or parties, or

(G) Allows any final judgment to stand against him unsatisfied for a period of 14 calendar days, or

(H) For any cause whatsoever, fails to carry on the work in an acceptable manner, the Engineer will give notice in writing to the Contractor and his surety of such delay, neglect, or default, and advise them that the work must be resumed immediately.

If the Contractor or surety, within a period of 14 calendar days after such notice, has not proceeded in accordance therewith, then the Contracting Agency will, upon written notification from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Contracting Agency may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Contracting Agency, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due said Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Contracting Agency the amount of such excess.

***108.11 TERMINATION OF CONTRACT**

The Contracting Agency may terminate the contract or a portion thereof if conditions encountered during the progress of the work make it impossible or impracticable to proceed with the work or a local or national emergency exists.

When contracts, or any portion thereof, are terminated before completion of all work in the contract, adjustments in the amount bid for the pay items will be made on the actual quantity of work performed and accepted, or as mutually agreed for pay items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Termination of the contract or any portion thereof shall not relieve the Contractor of his responsibilities for the completed work nor the surety of its obligation for and concerning any just claims arising out of the work performed.

*Not applicable to Improvement District Projects.

MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

All work completed under the contract will be measured by the Engineer according to United States standard measures. The methods of measurement and computation to be used in determination of quantities of materials furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. A station, when used as a definition or term of measurement, will be 100 linear feet.

Unless otherwise specified, longitudinal measurements will be made along the grade line.

Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

The term ton will mean the short ton consisting of 2,000 pounds avoirdupois.

Unless otherwise specified, structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

In computing volumes of excavations or fill, the average end area method or other acceptable methods as determined by the Engineer will be used.

Volumes will be computed at 60°F, using ASTM D-1250 for Asphalt or ASTM D-633 for Tars.

Lumber will be measured by the thousand board foot measure actually used in the work. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term lump sum, when used as a pay item, will mean complete payment for the work described.

Sundry items which have a basis for measurement and payment herein and which are incidental to or required in the construction of the work but are not included as items in the bid schedule shall be considered an integral part of the contract, and all labor, materials, etc. required for such items shall be furnished by the Contractor and the cost of same included in the unit price bid.

Municipality	Supplements
MC:	<p>109.1 MEASUREMENT OF QUANTITIES</p> <p>The first sentence of the first paragraph is replaced with the following:</p> <p>All work completed under the contract will be measured by the Engineer according to United States standard measures for U.S. Customary Units or International System of Units. Conversions between the two systems shall comply with AASHTO specification R 1-00 or IEEE/ASTM SI 10-1997</p>

109.2 SCOPE OF PAYMENT:

Measurement and payment for pay items in the proposal will be as indicated in the applicable standard specification or in the special provisions.

When payment is specified to be made on the basis of weight, the weighing shall be done on certified platform scales sealed by the State Inspector or the City Sealer of Weights and Measures as defined by Arizona Revised Statutes Sections 44-2112 and 44-2116. The Contractor shall furnish the Engineer with duplicate Weighmaster's Certificates showing the actual net weights together with the information required by Arizona Revised Statutes Section 44-2142. The Contracting Agency will accept the certificates as evidence of the weight delivered.

Payment for the various items in the proposal will be made at the unit price bid in the proposal, and shall be compensation in full for furnishing all labor, materials, equipment and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as required in the specifications, with all connections, testing, and related work completed. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances, for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the proposal. This

compensation shall also cover all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of Section 107.

Municipality	Supplements
MC:	<p>109.2 SCOPE OF PAYMENT add the following:</p> <p>109.2.1 Scope of Payment:</p> <p>The "COMPLETE IN PLACE" rate shall include but not necessarily be limited to all labor, material and equipment costs for preparation, installation, construction, modification, alteration or adjustment of the items, which shall include all costs for salaries and wages, all payroll additives to cover employee benefits, allowances for vacation and sick leave, company portion of employee insurance, social and retirement benefits, all payroll taxes, contributions and benefits imposed by any applicable law or regulation and any other direct or indirect payroll-related costs. The rate shall also include but not necessarily be limited to all costs for indirect charges or overhead, mileage, travel time, subsistence, materials, freight charges for material to Contractor's facility or project site, equipment rental, consumables, tools, insurance to the levels specified in Section 103.6, CONTRACTOR'S INSURANCE, all applicable taxes, as well as Contractor's fee and profit. This rate shall further include all site clean-up costs and hauling of construction debris to disposal sites designated by the Engineer.</p> <p>109.2.2 Payment</p> <p>Payment will be made for only those items listed in the proposal and will not be made in accordance with the measurement and payment provisions of the Uniform Standard Specifications where this differs from the items listed in the proposal. All materials and work necessary for completion of this project are included in proposal items. Any work or materials not specifically referred to in these items are considered incidental to the item and are included in the unit price.</p> <p>Payment will not be made for unused materials.</p> <p>109.2.3 Sales Tax</p> <p>It is the responsibility of the bidders to contact all municipalities in the area to determine if they will charge Contractor sales taxes or any other fees for work on this project. Any such taxes or fees shall be paid by Contractor.</p>

109.3 ASSIGNMENT OF PAYMENTS:

The Contractor shall not assign payments of a contract or any portion thereof without approval of surety and written consent of the Contracting Agency.

Claims for monies due or to become due the Contractor may be assigned to a bank, trust company, or other financing institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of the Contracting Agency and to all deductions provided for in these specifications.

109.4 COMPENSATION FOR ALTERATION OF WORK:

Municipality	Supplements
MC:	<p>109.4 COMPENSATION FOR ALTERATION OF WORK</p> <p>Revise the first sentence of Section 109.4.1 (B) to read "For an increase greater than 20 percent in either the total cost of the contract or the total cost of a major item, any adjustment made will only apply to that cost in excess of 120 percent of the original extended unit price bid."</p>

Municipality	Supplements
ME:	<p>109.4 All compensation due the Contractor for alteration of work, as outlined in this subsection, shall be documented by a Change Order.</p>

***109.4.1 By The Contracting Agency:**

(A) For a decrease greater than 20 percent in either the total cost of the contract or the total cost of a major item and when a reasonable cost analysis supports an increase in the pro rata share of fixed cost chargeable to this item in total, an increase adjustment in the monies due the Contractor may be made. This adjusted compensation will not exceed 80 percent of the original lump sum contract amount or, if for a unit price item, the adjustment will not exceed 80 percent of the original extended unit bid price. This does not apply to items labeled as contingent bid item in the bid proposal.

(B) For an increase greater than 20 percent, any adjustment made will only apply to that cost in excess of 120 percent of the original bidding schedule. If either party presents a reasonable cost analysis that shows a change in the pro rata share of fixed costs chargeable to this item in total, an increase or decrease adjustment will be made. This increase or decrease adjustment will be made on such basis as is necessary to cover a reasonable estimate of cost, plus an allowance, not to exceed 15 percent, for overhead and profit. If the parties are unable to reach an agreement, the Engineer has the authority to order the excess work done on an actual cost basis as specified in Subsection 109.5.

(C) For either an increase or decrease in cost, no claim shall be made by the Contractor for any loss of anticipated profits.

***109.4.2 Due to Physical Conditions:**

(A) If the Engineer, after his investigation of the site conditions, agrees that they materially differ from those indicated in the contract and would cause an increase in the Contractor's bid cost of accomplishing the work, new unit bid prices or a lump sum cost (for the additional work only) may be negotiated. If the parties are unable to reach an agreement on price, the Engineer has the authority to order this additional work accomplished on an actual cost basis as specified in Subsection 109.5.

(B) If the Engineer, after his investigation of the site conditions, finds that these conditions do not materially differ from those indicated in the contract, he has the authority to order the work to be accomplished at the original bid price(s).

***109.4.3 Due to Extra Work:** If the Contractor can present valid, factual evidence, satisfactory to the Engineer, that the work in question is an item not provided for in the contract as awarded then a unit bid price or lump sum cost, for this item only, may be negotiated. If the parties are unable to reach an agreement on price or cost, the Engineer has the authority to order the extra work accomplished on an actual cost basis as specified in Subsection 109.5.

109.4.4 Made at the Contractor's Request: Any alterations, if approved, will be a reduction in cost or at no additional cost to the Contracting Agency.

109.4.5 Due to Failure of Contractor to Properly Maintain the Project:

(A) For any suspension of work during normal working hours due to failure of the Contractor to properly maintain the project, there will be no additional compensation or time allowed.

(B) If the Engineer provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies resulting from abnormal weather conditions and the Contractor fails to comply in the time frame specified, the Contracting Agency may have the work accomplished by other sources.

*Not applicable to Improvement District Projects.

The Contracting Agency will deduct the cost of accomplishing the work from monies due or to become due to the Contractor. Computation of the cost will be in accordance with Subsection 109.5.4.2.

109.4.6 Allowable Mark-Ups:

Only the allowable mark-ups as defined in Subsection 109.5 shall be allowed. Additional compensation for other items shall not be considered or allowed.

Municipality	Supplements
ME:	<p>109.4.6 Additional compensation for other items, including extended overhead and conditions, shall not be considered or allowed.</p>

***109.5 ACTUAL COST WORK:**

The compensation for actual cost work performed by the Contractor (Subcontractor) shall be determined by the Engineer in the following manner.

109.5.1 Equipment: For all equipment, the use of which has been authorized by the Engineer, except for small tools and manual equipment, the Contractor will be paid in accordance with the latest Schedule of Equipment Rates used by the Arizona Department of Transportation.

Municipality	Supplements
MC:	<p>109.5 ACTUAL COST WORK</p> <p>109.5.1 Equipment add the following:</p> <p>Payment to the Contractor for equipment will be made following the calculations in Section 109 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction. The value of 0.933 shall be used for the adjustment factor F used in the rental rate formulas ($F = 0.933$).</p>

109.5.2 Material: For all material, accepted by the Engineer and used in the work, the Contractor will be paid the actual cost of such material including transportation cost, to which total cost will be added a sum equal to 15 percent thereof.

109.5.3 Labor: For all labor and for the foreman, when he is in direct charge of the operation, the Contractor will be paid:

(A) The actual wages paid plus the current percentage thereof as determined by the Arizona Department of Transportation which is deemed to cover the Contractor's cost incurred as a result of payment imposed by State or Federal Law and payments that are made to, or on behalf of, the workman other than the actual wage. Actual wage is defined as the required current hourly rate paid to the labor classification concerned and does not include any fringe benefits or dislocation allowances. If the Contractor is not required to pay fringe benefits equivalent to the Current rates published in the Federal Register, an equitable deduction will be made from the current percentage established by the Arizona Department of Transportation.

(B) For the first \$50,000 of labor cost computed under paragraph (A) above, the Contractor will be paid an amount equal to (15) fifteen percent for overhead and profit.

(C) For all labor cost computed under paragraph (A) above, in excess of \$50,000 but not exceeding \$100,000, the Contractor will be paid an amount equal to (12) twelve percent for overhead and profit.

(D) For any labor cost computed under paragraph (A) above in excess of \$100,000 the Contractor will be paid an amount equal to (10) ten percent for overhead and profit.

109.5.4 Work Performed by Subcontractors or Other Sources:

109.5.4.1 Work Performed by Subcontractors: If it is determined by the Engineer that portions of the Actual Cost Work to be performed requires specialized labor or equipment not normally used by the Contractor and such work is then authorized to be performed by a subcontractor(s), the subcontractor(s) will be paid by the Contractor in accordance with the actual cost work procedures outlined herein. The Contractor will be paid by the Contracting Agency the full amount of the subcontract plus the following percentages for administration and supervision.

(A) For the first \$10,000 accumulated total of all change order work performed by subcontractors (less mark-up for overhead and profit), the Contractor will be paid an amount equal to 10 percent of the accumulated total for administration and supervision. If the accumulated total is \$3,000 or less, the Contractor will be paid \$300 for administration and supervision.

(B) For all change order work in excess of \$10,000 accumulated total performed by subcontractors (less mark-up for overhead and profit), the Contractor will be paid an amount equal to five percent of the accumulated total for administration and supervision.

*Not applicable to Improvement District Projects.

109.5.4.2 Work Performed by Other Sources: If the Contracting Agency has work performed by other sources, in accordance with Subsection 109.4.5 (B), the Contracting Agency will deduct, from monies due or to become due to the Contractor, the full amount of the cost of accomplishing the work by other sources plus the following percentages for administration and supervision:

(A) For the first \$10,000 accumulated total of work performed by other sources, the Contracting Agency will deduct an amount equal to 10 percent of the accumulated total for administration and supervision. If the accumulated total is \$3,000 or less, the Contracting Agency will deduct \$300 for administration and supervision.

(B) For all work in excess of \$10,000 accumulated total performed by other sources, the Contracting Agency will deduct an amount equal to 5 percent of the accumulated total for administration and supervision.

109.5.5 Documentation:

(A) Except in emergency situations, the Contracting Agency will not be liable for any Actual Cost Work performed by the Contractor prior to written authorization by the Engineer or prior to full execution of a written agreement by all parties concerned.

(B) Payment for work performed on an actual cost basis will not be made until the Contractor has furnished the Engineer, on forms agreed to by the Contracting Agency, duplicate itemized statements of such work, including subcontractor(s) costs, detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (2) Designation, dates, daily hours, total hours, rental rates and extension for each unit of equipment, and machinery.
- (3) Quantities of material, prices, extension and transportation cost on a daily basis. These charges shall be substantiated by vendor invoices.

(C) The Engineer will compare his records with the statement furnished by the Contractor, resolving any differences and making the required adjustments. This statement when agreed upon and signed by both parties, shall be the basis of payment for the work performed.

109.5.6 Bonds and Insurance: The Contractor shall be paid for the actual cost plus (10%) ten percent for Administrative cost when the Contractor can provide evidence of payment for premiums on required payment and performance bonds, premiums on railroad and/or airport extended liability insurance, and premiums for property damage and/or public liability insurance. No duplication of payment for Contractor's costs included under Subsection 109.5.3(A) will be allowed.

109.5.7 Authority of Engineer: The Engineer is in charge of Actual Cost Work and has the authority to direct which labor and equipment will be used, to suspend operations, and to refuse to pay for any labor or equipment which he feels is not doing

productive work.

109.6 PAYMENT FOR IMPROVEMENT DISTRICT PROJECTS:

Payment to the Contractor shall be made in accordance with ARS Sections 48-523 to 48-613, both inclusive.

As soon as the Contractor has fulfilled his contract, the Superintendent of Streets shall estimate the benefits arising from the work and make assessments to cover the work performed and specified in the contract, including incidental expenses in accordance with ARS Section 48-589.

The Contractor agrees to accept payment in the form of Assessments with attached Warrants and/or Improvement Bonds at the rate of interest declared in the resolution of intention prepared by the Contracting Agency.

***109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS:**

(A) Partial Payments: The Contracting Agency will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor or Engineer for work completed through the last day of the preceding calendar month. Payment will be within 14 calendar days after the estimate has been certified and approved by the Engineer and received by the owner.

The Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the contract in accordance with Arizona Revised Statutes Section 34-221, unless the Contractor elects to deposit securities in accordance with Arizona Revised Statutes Section 34-221, Paragraph 5.

When the Contractor is fifty percent completed, one-half of the amount retained shall be paid to the Contractor provided he is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained. After the contract is fifty percent completed, no more than five percent of the amount of any subsequent progress payments made under the contract will be retained providing the Contractor is making satisfactory progress on the project. Except that, if at any time the owner determines satisfactory progress is not being made, ten percent retention shall be reinstated for all progress payments made under the contract subsequent to the determination.

Any material or equipment which will become an integral part of the completed project will be considered for partial payment in the Contractor's monthly progress payments. The intent of making partial payments is to provide the Contractor payment for direct material or equipment purchased. The purpose is to minimize the effect of escalating costs by procuring key materials. It is not the intent to pay for all materials but only those meeting the following conditions.

- (1) A total value of all items requested for payment must be greater than \$20,000. No payment will be processed until the material or equipment has been observed, reviewed or verified by the Contracting Agent representative. Only the material or equipment meeting the requirements of the plans and specifications will be paid. Payment for material or equipment does not constitute final acceptance.
- (2) Materials or equipment must be stored or stockpiled either on site, in a warehouse, or secured storage area. The Contractor assumes all responsibility for protection of these materials or equipment and shall insure them to cover loss or damage to same without additional liability or added costs to the Agency for providing this security, insurance, and storage.
- (3) The Contractor will provide access to the storage area or warehouse upon request of the Contracting Agent's representative for the purpose of verifying the inventory of items paid for under this section. None of the materials or equipment paid for under this section will be removed from the storage site until incorporated into the work of the project. The storage site shall be within the general geographical area of the project.
- (4) The Contractor shall provide a paid invoice and/or lien waiver for items paid for under this section. The Agency will not pay more than the invoice price for the item or items, less retention.
- (5) The Engineer may exclude individual payment requests which in the Engineer's judgement do not warrant storage and prepayment under the intent of this section.

(B) Final Payment: When the project has been accepted as provided in Section 105, and within 30 calendar days after final

inspection of the work completed under the contract, the Engineer will render to the Contracting Agency and the Contractor, a final estimate which will show the amount of work performed and accepted under the contract. All prior estimates and partial payments will be subject to correction in the final estimate for payment.

Within sixty (60) calendar days after final acceptance, the Contracting Agency will pay the Contractor all amounts due him under the contract, except that before final payment will be made, the Contractor shall satisfy the Contracting Agency by affidavit that all bills for labor and materials incorporated in the work have been paid. The Contractor's Affidavit may be obtained from the Engineering Office of the Contracting Agency.

*Not applicable to Improvement District Projects.

If payment will be longer than 60 days after final completion and acceptance, the owner will provide the Contractor specific written findings for reasons justifying the delay in payment.

The acceptance of the project and the making of the final payment shall not constitute a waiver by the Contracting Agency/Owner of any claims arising from faulty or defective work appearing after the completion or from failure of the Contractor to comply with the requirements of the contract documents.

Municipality	Supplements
MC:	<p>109.7 PAYMENT FOR BOND ISSUES AND BUDGET PROJECTS add the following:</p> <p>The County will accept securities in a form and from a financial institution acceptable to the County, in accordance with the Arizona Revised statutes, Section 34-221, as amended, in lieu of ten percent (10%) retainage on pay estimates, if requested by Contractor.</p>

Municipality	Supplements
ME:	<p>109.7:</p> <p>Contractors are advised that the City will make monthly progress payments during the course of the contract. The payments (estimates of work completed) will be prepared by the City's Development Services Administration contract payment staff and will, as such, negate any requirement for the contractor to submit invoices. The monthly payment cycle will start with the date of the Notice to proceed. The City may process payments more frequently if requested by the Contractor and agreed to by the City.</p> <p>The payment process functions as follows: Prior to the monthly payment cycle date, a Development Services Administration contract payment specialist shall send a pay request form to the City's Engineering Construction Inspector. The City's Inspector shall contact the Contractor and they shall prepare a list of the quantities for each item of work completed and accepted during the progress payment period. If a meeting cannot be arranged or the Contractor cannot be contacted, the Inspector shall complete the estimated quantities. The City's Inspector shall submit the list to the City's Development Services Administration contract payment section. A contract payment specialist shall then prepare the progress payment request and call the Contractor to come in and sign the document (at the contractor's option, the pay request can be mailed). The Contractor shall certify the pay request by signing and returning to the Development Services Administration contract payment section. When approved by the Development Services Administration Manager, the progress payment shall be processed for payment within fourteen (14) days (except final payments). 1991 revisions to ARS-340-221 establishes the date of the approved and certified payment document to be seven (7) days after receipt by the City. However, since the City prepares the payment document, the seven (7) day period is virtually eliminated because the City has obligated itself to payment within fourteen (14) days of receipt of the pay request (after it is signed by the Contractor).</p> <p>For the purpose of definition, the Development Services Administration contract payment specialist are the "owner's designated recipients" of all pay requests. If the Contractor has any questions about the payment process, please call the Contracts and Budget Administrator, Development Services Administration at (480) 644-2505. All other questions should be directed to the City Inspector assigned to the contract.</p> <p>When the contract nears completion and the contract proceeds approach the limit of funds approved, the City</p>

	of Mesa shall pay up to the aggregate amount approved by initial award and as revised by executed Change Orders, less appropriate retention. When the final adjusting/balancing change order is written and approved, the balance of contract proceeds, if any, will be released to the Contractor. This procedure is in no way intended to contravene the Contractor’s right to final payment, as set forth in ARS 34-221. Note: The second, third, and fourth paragraphs of the existing subsection shall remain as written.
--	---

109.8 PAYMENT FOR DELAY:

The procedures contained in this Subsection shall not be construed to void any provision of the contract which require notice of delays, provides for negotiation of other procedures for settlement or provide for liquidated damages.

109.8.1 Failure to Locate or Incorrect Location of Utilities: Arizona Revised Statutes 40-360 states “that if the owner or operator fails to locate or incorrectly locates the underground facility, pursuant to this article, the owner or operator becomes liable for resulting damages, costs and expense to the injured party.” The Contracting Agency will deny any claims for damages or delays if another owner or operator is at fault.

109.8.2 Contracting Agency Delays: Arizona Revised Statutes 34-221 states “A contract for the procurement of construction shall include a provision which provides for negotiations between the Agent and the Contractor for the recovery of damages related to expenses incurred by the Contractor for a delay for which the Agent is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract.”

In this case, if the Contractor sustains damages which could not have been avoided by the judicious handling of forces, equipment and plant or by reasonable revision in the Contractor's schedule of operation, the compensation for such damages will be negotiated. The Contractor shall notify the Engineer of the condition in writing by the next work day. Failure to notify the Engineer within this time may be just cause to reject any claims for such damages.

Compensation for such damages will be negotiated as follows:

(A) The Engineer shall be satisfied that the Contractor has made every reasonable effort to prosecute the work despite any delays encountered or revisions in the Contractor's scheduling of work.

(B) The Compensation paid to the Contractor shall be in accordance with Section 109.

Municipality	Supplements
MC:	109.8.2 CONTRACTING AGENCY DELAYS add the following: Recovery of expenses incurred by Contractor for a delay for which the County is responsible, and which is unreasonable under the circumstances and which was not contemplated by the parties, shall be negotiated between Contractor and the County. This provision shall not be construed to void any provisions of the Contract which require notice of delays, provide for arbitration or other procedures for settlement, or provide for the assessment of liquidated damages.

109.8.3 Extension of Contract Time: For any such delays, the contract time will be adjusted in accordance with Subsection 108.7.

Municipality	Supplements
ME:	109.8.4 Delays and Damages Policy: The Contractor is advised that the City of Mesa has established a written Policy Statement for Calculating Delays and Damages. The latest revision of this Policy, dated December 6, 1994, is herewith incorporated by reference and made a part hereof. Copies of the Policy Statement may be obtained at the Building Safety desk. If progress in the work embraced by this contract is delayed, the provisions of the Policy Statement shall come into effect. Neither this section nor the Policy Statement shall be construed to void any provisions of this contract which require notice of delays; provides for arbitration or other procedures for settlement, or

	provides for liquidated damages.
--	----------------------------------

109.9 DOLLAR VALUE OF MAJOR ITEM:

TABLE 109-1	
DOLLAR VALUE OF MAJOR ITEM	
Original Contract Amount	Dollar Value of Major Item
\$0.00 to \$1,000,000.00	\$50,000 or 10% of original contract amount, whichever is less
\$1,000,000.00 to \$5,000,000.00	5.0% of original contract amount
\$5,000,000.00 or greater	\$250,000.00 or 2.5% of original contract amount, whichever is greater

Municipality	Supplements
MC:	<p>109.10 MOBILIZATION/DEMOBILIZATION</p> <p>The County will compensate Contractor for one-time, round trip mobilization /demobilization of Contractor's personnel, equipment, supplies and incidentals, establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.</p> <p>Mobilization/demobilization will be measured for payment by the lump sum as a single complete unit of work.</p> <p>Payment for mobilization/demobilization, measured as provided above, will be made at the contract lump sum price. Payment shall be made in equal one-third portions. The first payment will be paid with Contractor's initial billing. The second payment will be made when the total payments to Contractor for the bid items, exclusive of payments for mobilization/demobilization, equals one-half of the total bid by Contractor, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the final payment due Contractor.</p> <p>When other contract items are adjusted as provided in Section 109, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by Contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 109.</p> <p>If the Contractor performs a second mobilization/demobilization of personnel, material and/or equipment at the Engineer's express written request, the County will compensate the Contractor for such expenses at the Contractor's actual costs. The Contractor shall provide all documentation for these costs at the request of the Engineer.</p>

NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

110.1 GENERAL:

When changes are initiated by the Contracting Agency, or as a result of decisions rendered by the Agency, inaction of the Agency or changed conditions unknown to all parties at the time of bid, the Contractor may request an adjustment to the contract amount and/or contract time. This section does not preclude the use of legal remedies in the event of claims or litigation brought by third parties. The procedure for this adjustment is a two step process, 1) Initial Notification and Dispute Resolution and 2) Administrative Process for Dispute Resolution, as discussed below:

110.2 INITIAL NOTIFICATION AND DISPUTE RESOLUTION:

110.2.1 Notification: As required by these Specifications or any time the Contractor believes that the action or decision of the Contracting Agency, lack of action by the Contracting Agency, or for some other reason will result in or necessitate the revision of the contract, the Engineer must be notified immediately. If within two working days the identified issue has not been resolved between the Contracting Agency and the Contractor, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the Engineer will proceed in accordance with Subsection 104.2. In addition to proceeding in accordance with Subsection 104.2, the Contracting Agency and the Contractor must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in this subsection.

110.2.2 Dispute Resolution: Once the above process has been exhausted or within seven calendar days of the date of the initial written notice, whichever is sooner, the following steps will be taken:

(A) The Contractor shall provide in writing the following information to the Engineer. If known, a cost analysis may be included with the information.

- (1) The date of occurrence and the nature and circumstances of the issue for which initial notice was given.
- (2) Name, title, and activity of each Contracting Agency or all other persons knowledgeable of the issue.
- (3) Identity of any documents and the substance of any oral communication related to the issue.
- (4) Basis for an assertion that the work required is a change from the original contract work or schedule.
- (5) Identity of particular elements of contract performance for which a change in compensation and/or time may be sought, including:
 - (a) Pay item(s) that have been or may be affected by the issue and any adjustments to unit price(s) that are required;
 - (b) Labor and/or materials that will be added, deleted or wasted by the problem and what equipment will be idled or required;
 - (c) Delay and disruption in the manner and sequence of performance that has been or will be caused;
 - (d) Adjustments to delivery schedule(s), staging, and contract time due to the dispute and
 - (e) Estimate of the time within which the Contracting Agency must respond to the notice to minimize cost, delay, or disruption of issue.
- (6) Any other items or information germane to the dispute.
- (7) The Contractor's written certification, under oath, attesting to the following:
 - (a) The request is made in good faith.
 - (b) Supportive data is accurate and complete to the Contractor's best knowledge and belief.
 - (c) When provided, the amount requested accurately reflects the Contractor's actual cost incurred.

In complying with this request, the Contractor shall use the Contracting Agency's certification form.

(B) Within ten calendar days after the Contractor's submission in accordance with the above paragraph, the Engineer will respond in writing to the Contractor to:

- (1) Confirm that a supplemental agreement is necessary and, when necessary, give appropriate direction for further performance, or
- (2) Deny that the contract has been revised and, when necessary, direct the Contractor to proceed with the contract work, or

(3) Advise the Contractor that adequate information has not been submitted to decide whether (1) or (2) applies, and indicate the needed information and date it is to be received by the Engineer for further review. The Contracting Agency will respond to such additional information within ten calendar days of receipt from the Contractor.

110.2.3 Conditions: The failure of the Contractor to comply with the requirements of this subsection constitutes a waiver of entitlement to additional compensation or a time extension.

110.3 ADMINISTRATIVE PROCESS FOR DISPUTE RESOLUTION:

110.3.1 General: If the Contractor rejects the decision of the Engineer in Subsection 110.2.2 (B) above, the Contractor may begin the Administration Process to resolve the dispute.

The notice provision set forth in Subsection 110.2 is a contractual obligation assumed by the Contractor in executing the contract. It is understood that the Contractor will be forever barred from recovering against the Contracting Agency if the Contractor fails to give notice of any act or failure to act, by the Engineer, or the happening of any event, thing, or occurrence, in accordance with Subsection 104.2 Alteration of Work.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels:

- Level I. (Representative reviewed by: *e.g. Construction Engineer*)
- Level II. (Representative reviewed by: *e.g. Assistant County/City Engineer*)
- Level III. (Representative reviewed by: *e.g. County/City Engineer*)

Note: The above stated titles may vary depending on the Contracting Agency’s organization.

These three levels of review; the specific titles; the financial authority of each; and the names of people assigned to each level shall be provided at the preconstruction conference. The equivalent information regarding the Contractor’s organization shall also be provided at the preconstruction conference.

Except as provided elsewhere herein, no dispute will be accorded a particular level of review unless the dispute has been reviewed at the preceding level and the Contractor rejects the decision in writing within the time period specified, or both parties agree that the decision for compensation is above that levels authority.

Unless specifically requested otherwise by the Contracting Agency, submission of additional information by the Contractor or Engineer, at any level of the review process shall cause the process to revert to Level I.

Municipality	Supplements
PH:	10.3.4 Amount of Dispute: is struck

110.3.2 Required Information: At a minimum, the information described in Subsection 110.2 must accompany each dispute. If the following applies, it shall also be provided in addition to the information required by Subsection 110.2.

(A) If additional compensation is sought, the Contractor shall submit the exact amount sought as required by Subsection 110.2.2 (A) (5) broken down into the following categories:

- (1) Direct Labor
- (2) Direct Materials
- (3) Equipment
- (4) Job Overhead
- (5) General and Administrative Overhead
- (6) Subcontractor’s Work (broken down as 1, 2, 3 and 4 above)
- (7) Other categories as specified by the Contractor.

(B) If additional time is sought, the Contractor shall provide a comprehensive time impact analysis showing the delay(s) and how they affect the critical path. The time impact analysis must include both the original and as-built critical path schedules and must

be supported by documentation such as delivery schedules, invoices, correspondence, memoranda of telephone calls, payroll data, daily work schedules, etc. NOTE: The path of the longest duration of continuous and dependent work activities through the schedule network is identified as the Critical Path and is the minimum amount of time required to build the project as depicted by the schedule.

(C) The Contractor shall also notify the Contracting Agency's Level I Representative in writing that all documentation in support of the dispute has been provided and that the administrative review process should begin. No formal action will be taken by the Level I Representative until this written notification is received. The documentation provided to the Level I Representative shall serve as the basis for evaluating the Contractor's position regarding the dispute throughout the administrative process.

110.3.3 Process: The Contracting Agency's Level I Representative will render a written decision regarding the matter in dispute within two working days of receipt of the Contractor's notification that the dispute resolution process should begin.

The Contractor shall, upon receipt of the decision by the Level I Representative, either accept or reject the decision in writing. If the Contractor does not reject the Level I Representative's decision within two working days of its receipt, the Contractor will be deemed to have accepted the decision, the dispute will be considered withdrawn from the administrative process, and there will be no further remedy.

If the Contractor rejects the decision of the Level I Representative, the dispute will be forwarded by the Level I Representative to the Level II Representative. The Level II Representative will, within seven working days of receipt of the dispute information from the Level I Representative, schedule and hold a meeting to review the dispute with the Contractor. This time limit may be extended by mutual agreement of the parties. The Level II Representative will, within seven working days of the meeting, issue a written decision, with justification, regarding the dispute.

The Contractor shall, within seven working days of receipt of the decision, either accept or reject it in writing. If the Contractor does not reject the Level II decision within seven working days, the Contractor will be deemed to have accepted the decision and the dispute will be considered withdrawn from the administrative process and there will be no further remedy.

If the Contractor rejects the decision of the Level II Representative, the Level II Representative will forward the dispute to the Level III Representative. The Level III Representative will, within fourteen working days of receipt of the dispute information from the Level II Representative, schedule and hold a meeting with the Contractor. This time limit may be extended by mutual agreement of the parties. The Level III Representative will, issue a written decision within fourteen working days of the meeting, with justification, regarding the dispute.

The Contractor shall, within fourteen working days of the receipt of the decision of the Level III Representative, either accept or reject it in writing. If the Contractor does not reject the Level III Representative's decision within fourteen working days, the Contractor will be deemed to have accepted the decision, the dispute will be considered withdrawn from the administrative process, and there will be no further remedy.

If the Contractor rejects the decision of the Level III Representative, there will be no further administrative review of the dispute. The resolution will then proceed as follows:

(A) Mediation: Prior to filing for arbitration or litigation, the Contractor may request non-binding mediation by filing a request for mediation in writing with the Engineer. If agreeable, the Engineer will then arrange for a mutually agreeable mediator. Such request for mediation shall be made within thirty calendar days from the date of the Level III Representative's decision as provided for in this subsection.

In connection with the mediation, each party shall bear its own costs, attorney's fees, and expert fees. Any fees and expenses assessed by the mediator shall be borne equally by the parties.

(B) Dispute Review Board/Arbitration: The decision of the Level III Representative in relation to the claim shall be final unless the dispute review board or arbitration is chosen as follows:

(1) Where the amount in controversy is less than or equal to the amount authorized in Subsection 110.3.4, the sole remedy shall be the Dispute Review Board as prescribed in Subsection 110.5 unless both parties mutually agree to utilize arbitration as prescribed in Subsection 110.4.

(2) Where the amount in controversy is more than authorized in Subsection 110.3.4, the Contractor reserves the right to initiate litigation pursuant to Section 12-821 et seq. of the Arizona Revised Statutes, or if mutually agreed upon, the parties may choose to resolve the controversy utilizing either the Dispute Review Board as prescribed in Subsection 110.5 or Arbitration as prescribed in Subsection 110.4.

110.3.4 Amount of Dispute: For the purposes of this subsection, the amount in controversy may not exceed \$200,000.00. A claim for adjustment in compensation shall mean an aggregate of operative facts giving rise to the rights of the party for which it is seeking to enforce. That is to say, a claim under this subsection is defined as the event, transaction or set of facts that give rise to a claim for compensation, costs, expenses or damages.

In making a determination whether the amount in controversy is \$200,000.00 or less, the parties shall not consider, quantify or take into account any requested extensions of contract time, or the release or remission of liquidated damages assessed or accrued prior to the dispute in question, under Subsection 108.7 and 108.9 of the Specifications.

Any party having a claim, adjustment or dispute for an amount in excess of \$200,000.00 may waive or abandon the dollar amount of any such claim in excess of \$200,000.00 so as to bring the claim, adjustment or dispute within the scope and coverage of this subsection, provided that the amount allowed to any such party by the arbitration award shall not exceed \$200,000.00. Various damages claimed by the party for a single claim may not be divided into separate proceedings to create claims within the \$200,000.00 limit.

110.4 ARBITRATION:

If the parties mutually agree to pursue arbitration as prescribed in Subsection 110.3.3, then a Demand for Arbitration shall be filed in writing with the American Arbitration Association or United States Arbitration and Mediation of Arizona, and a copy served thereof upon the Level III Representative or Contractor, whichever applicable. Such Demand for Arbitration shall be made by the party within thirty calendar days of the date of the Level III Representative’s decision as provided for in Section 110.3 above, unless a mediation process is already underway, in which case the Demand for Arbitration shall be made within thirty days of the termination of the mediation process. The scope of the arbitration proceeding shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. All arbitration of claims shall be conducted in Phoenix, Arizona or other mutually selected location in accordance with the rules of the arbitration service hearing the dispute.

The claim shall be submitted to a single arbitrator who shall be selected by the parties from a list of arbitrators furnished by the arbitration service. Each party shall alternately strike names from the list until only one name remains. The person whose name thus remains on the list of arbitrators is their first choice, but if that person is not available to serve, the two persons whose names were last stricken are acceptable, with the one whose name was last stricken being the first alternate.

Unless agreed to otherwise, the parties shall select the arbitrator within ten calendar days after each has received a copy of the list of arbitrators.

Each party to the arbitration shall bear its own costs, attorney fees and expert fees. Any other costs and fees assessed by the arbitration service shall be divided equally between the parties to the arbitration.

The decision or award of the arbitrator shall be supported by substantial evidence and, in writing, contain the basis for the decision or award and findings of fact. The decision or award by the arbitrator when made shall be final and nonappealable except as provided in Section 12-1512, Arizona Revised Statutes. Both parties to the Contract shall be bound by the Arbitration Award for all purposes and judgement may be entered upon it in accordance with applicable law in the Superior Court of Arizona.

Municipality	Supplements
PH:	10.4 Arbitration: is struck

110.5 DISPUTE REVIEW BOARD:

If the Dispute Review Board is utilized as prescribed in Subsection 110.3.3, the Engineer shall be notified within thirty days after the Level III Representative decision. The Dispute Review Board is a three member board independent of the parties involved in the issue. The Agency and Contractor shall each select a member for this board. The third member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the Agency and Contractor. Fees and expenses of Board Members are to be shared equally by Agency and Contractor. The Dispute Review Board shall meet within thirty days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contract time, if applicable, within seven calendar days after the meeting. The decision of the dispute Review Board will be final.

Municipality	Supplements
PH:	<p>10.5 Dispute Review Board: is changed to read: If the Dispute Review Board is utilized as prescribed in Subsection 110.3.3, the Engineer shall be notified within thirty days after the Level III Representative decision. The Dispute Review Board is a three member board independent of the parties involved in the issue. The Agency and Contractor shall each select a member for this board. The third member shall be mutually agreed upon independent member. This Review Board must be selected within fourteen calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the Agency and the Contractor. The Dispute Review Board shall meet within thirty days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns responsibilities and allocates adjustments in the contract time, if applicable, within seven calendar days after the meeting.</p>

110.6 FINAL DOCUMENTATION AND PAYMENT:

If at any step in the process a dispute is resolved, the Contractor must sign a supplemental agreement setting forth the resolution of the dispute and including an unconditional release as to any and all matters arising from the dispute. In addition, when the agreement results in a change in contract amount and/or time, a change order shall be prepared by the Contracting Agency for said changes and signed by both parties within 30 days from the date of the agreement. Payment of the change order will be made to the appropriate party(s) in accordance with Section 109.

Municipality	Supplements
MC:	<p>111.1 DESCRIPTION: Contractor shall provide office space with adequate lighting, located on or near the project site for exclusive use by the Engineer during the project construction. Proposed offsite office locations shall be subject to approval by the Engineer. The facility shall be made available concurrent with the construction notice to proceed, and shall remain continuously available for the sole use of the Engineer until seven (7) days after project acceptance. The facility (meeting the requirements of Type I or Type II Engineer Office Facilities) may either be separate or in the same structure or trailer used by the Contractor. If a shared structure or trailer is provided, a separate lockable area, with floor to ceiling walls shall be provided. Trailer type facilities shall be equipped with tie-downs. Type I and Type II Engineer Office Facilities shall be exclusive use facilities for the Engineer. Type II Engineer Office Facilities will be required unless otherwise indicated by the Engineer or the project special provisions.</p> <p>Contractor shall provide the same level of security for the Engineer’s Office Facility as is being provided for the Contractor’s field office. Protection against illegal entry, vandalism, and theft shall be provided.</p> <p>Contractor shall provide a separate sanitary facility for the Engineer and inspectors. Contractor shall provide</p>

janitorial services to maintain cleanliness of office, meeting spaces, and sanitary facilities. Janitorial services shall be at least twice a week.

Heating and cooling facilities shall be adequate to maintain interior temperature of 72°- 78° F.

Electrical power shall be available 24 hours a day.

111.2 Type I Engineer Office Facilities shall consist of a weatherproof insulated temporary office type trailer built to the uniform building code series of codes with floor plan and equipment layout similar to the following drawing and meeting or exceeding the following minimum requirements:

111.2.1 Facility:

Dimensions (minimum): 28 feet long x 8 feet wide with an inside room height of 7' - 6".

Windows: a minimum of four (4) with provisions for cross ventilation and locking.

Exterior doors: two – shall be reinforced and have dead bolt locks. An exterior landing with steps and handrails shall be located at each door.

Heating: a thermostat controlled forced air unit with a minimum input capacity of 200 BTU per 1.0 square foot of floor area.

Air conditioning: one unit with capacity equal to 8,300 BTU minimum.

Electrical: work shall conform to the national electrical code for 110/220 volts 60 HZ applications and provide reliable uniform power to properly operate all field office equipment.

Lighting: fluorescent lighting directly over all drafting tables and desk areas.

Fire extinguisher: one dry chemical 10 lb class ABC Underwriters Laboratories Inc. approved.

Drinking water: bottled drinking water dispensed from an acceptable cooling device.

111.2.2 Furnishings:

Desk: one desk top 30" deep x full inside room width x 30" high located at office end of the trailer.

Supported along each adjacent wall and having one 2-drawer legal size metal filing cabinet center pedestal. Each desktop shall have an overhead shelf and two pen drawers.

Meeting table: one 96" x 30" or two 48" x 30".

Drafting table: one 36" x 72" hinged board. Board to be 37" high at front edge and slope upward at 12:1 (horiz:vert) rate.

Chairs: Two (2) chairs with rollers and two (2) drafting stools each of appropriate height. Ten (10) folding chairs.

Trash receptacles: Two (2) each.

Facsimile machine: One (1) plain paper FAX machine (including toner).

Copy machine: One (1) plain paper copier (including toner) with an automatic document feeder capable accepting multiple size sheets and of sorting 10 stacks.

Printer/scanner/copier: One (1) HP printer/scanner/copier 700 series (or equivalent) including installation software compatible with Windows NT or 2000 and one set of manufacture replacement printing cartridges.

Dry Marker Erase Board: wall mounted adjacent to meeting table, size = 3' x 6' with markers and eraser.

111.2.3 Telephones and Data Circuits:

Two telephones. Three private lines with touch tone service from the local service provider. One phone line is to be shared by the two telephones and have voice mail service from the local service provider. The second phone line is to be a dedicated line connected to the computer. The third phone line is to be a dedicated line connected to the facsimile machine. Trailer wiring shall include four boxes equipped with RJ-11 jacks (two wire pairs per jack) two at each end of trailer.

The dedicated computer line shall be a high-speed DSL line and include internet service. When high-speed internet service is available through a cable TV service, it shall be provided and the corresponding telephone line requirement deleted.

All initial hook up and basic monthly telephone charges, high-speed internet service, basic fax service,

and electrical expenses for the Engineer's Office Facility shall be borne by the Contractor. The Contractor will be reimbursed for all long distance charges authorized by the Engineer.

111.3 Type II Engineer Office Facilities shall consist of a weatherproof insulated temporary office type trailer built to the uniform building code series of codes with floor plan and equipment layout similar to the following drawing and meeting or exceeding the following minimum requirements.

111.3.1 Facility:

Dimensions (minimum): 50 feet long x 12 feet wide with an inside room height of 7' - 6".

Windows: a minimum of six (6) with provisions for cross ventilation and locking.

Doors: Two inside doors may be located either at one side or at center of partition. The two exterior doors shall be reinforced and have deadbolt locks. An exterior landing with steps and handrails shall be located at each exterior door.

Heating and Air Conditioning: 3-ton capacity air conditioning and 80,000 BTU capacity heating, connected to ducting and be thermostat controlled.

Electrical: work shall conform to the national electrical code for 110/220 volts 60HZ application and provide reliable uniform power to properly operate all field office equipment.

Lighting: fluorescent lighting directly over all drafting tables and desk areas.

Fire extinguishers: Two (2) dry chemical 10 lb class ABC Underwriters Laboratories Inc. approved.

Drinking water: bottled drinking water dispensed from an acceptable cooling device.

Sanitary facilities consisting of a toilet and wash sink shall be located in a separately enclosed room inside the Type II Facility.

111.3.2 Furnishings:

Desk: one desk top 30" deep x full inside room width x 30" high located at each end of trailer. Desktops are to be supported along each adjacent wall and have two 2-drawer legal size metal filing cabinets acting as pedestals. Each desktop shall have an overhead shelf and two pen drawers.

Drafting table: one 36" x 72" table. Board to be 37" high at front edge and slope upward at 12:1 (horiz:vert) rate or have provision for adjusting the slope.

Tables: Three (3) 48" x 30" tables.

Chairs: Four (4) chairs with rollers and two (2) drafting stools, each of appropriate height. Fourteen (14) folding chairs.

Trash receptacles: Three (3) each.

Plan storage: a plan rack or file for full size plans.

Facsimile machine: One (1) plain paper FAX machine (including toner).

Copy machine: One (1) plain paper copier (including toner) with an automatic document feeder capable accepting multiple size sheets and of sorting 10 stacks.

Printer/scanner/copier: One (1) HP printer/scanner/copier 700 series (or equivalent) including installation software compatible with Windows NT or 2000 and one set of manufacture replacement printing cartridges.

Dry Marker Erase Board: wall mounted adjacent to meeting table, size = 3' x 6' with markers and eraser.

111.3.3 Telephones and Data Circuits:

Three (3) two-line telephones. Four private lines with touch tone service from the local service provider. Two lines are for telephone service with roll over capability for the three telephones and voice mail service from the local service provider. The third line is to be a dedicated line connected to a computer. The fourth line is to be a dedicated line connected to the facsimile machine. Trailer wiring shall include six boxes equipped with RJ-11 jacks (two wire pairs per jack), two in each office and center area.

The computer line shall be a high-speed DSL line and include internet service. When high-speed internet service is available through a cable TV service, it shall be provided for the computer and the corresponding telephone line requirement deleted.

All initial hook up and basic monthly telephone charges, high-speed internet service, basic fax service and electrical expenses for the Engineer's Office Facility shall be borne by the Contractor. The Contractor will be reimbursed for all long distance charges authorized by the Engineer.

111.4 Payment:

Payment for Type I Engineer Office Facilities or Type II Engineer Office Facilities will be made at the contract lump sum price bid. Payment shall be made in equal one-third portions. The first payment shall be paid with Contractor's initial billing. The second payment shall be made when the total payments to the Contractor for the bid items, exclusive of payments for mobilization/demobilization, equals one-half of the total bid by the Contractor, exclusive of mobilization/demobilization. The remaining one-third payment shall be paid as part of the final payment due the Contractor. No additional payment will be made for occupancy and services resulting from contract time extensions.

Payment reduction for incomplete facilities or unsatisfactory maintenance shall be made at a rate of 1% of the contract lump sum price bid for Engineer Office Facilities for each calendar day the facility remains out of compliance with the requirements of this specification. Payment reduction for incomplete facilities shall commence on the day following the notice to proceed date and shall continue until the facilities are brought into compliance with the specifications.