

SPECIAL PROVISIONS

FOR

SYCAMORE CREEK BANK PROTECTION BUSH FIRE DRAINAGE IMPROVEMENT PROJECT GILA COUNTY, ARIZONA

PREPARED FOR:

GILA COUNTY PUBLIC WORKS DEPARTMENT
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SPECIAL PROVISIONS

Prefatory Note

These Special Provisions provide additional guidance and specifics for construction of the Sycamore Creek Bank Protection, Bush Fire Drainage Improvement Project which includes bank protection along the cut bank adjacent to the Mad as Hell Development.

These Special Provisions are applicable to plans prepared by JE Fuller (Contract Drawings) and serve as a supplement to the Maricopa Association of Governments Uniform MAG Standard Specifications and Details for Public Works Construction, 2022 edition (MAG Standard Specifications).

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SECTION 101 – ABBREVIATIONS AND DEFINITIONS

SUBSECTION 101.1 – ABBREVIATIONS:

Add the following abbreviations:

NRCS	National Resources Conservation Service
NTP	Notice to Proceed
QCA	Quality Control and Assurance

SUBSECTION 101.2 - DEFINITIONS AND TERMS:

1. Add to the definition of the phrase “Construction Documents,” the phrase “Supplemental General Conditions”. The terms “Contract Documents” and “Construction Documents” shall be used interchangeably throughout these specifications.
2. Revise “Contract Documents” as follows: The Contract Documents consist of the Contract, the Final Plans and Special Provisions, Addenda, if any, Maricopa Association of Governments (MAG) Standard Specifications and Uniform Standard Details, latest revisions thereto, Maricopa County Department of Transportation Supplement to MAG Uniform Standard Specifications for Public Works Construction, the Contractor’s Proposal, Bid Item Schedules, Affidavits, the Performance Bond, the Payment Bond, Certificates of Insurance, the Certificate of Performance, Verification of License, No Collusion Certification, the Subcontractor List, the Subcontractor Selection Plan, the Safety Plan, the Supplemental General Conditions, government-required forms, documents incorporated by reference, any supplemental agreements that are required to complete the construction of the work in an acceptable manner, and Change Orders (if any), all of which constitute one instrument. The terms Contract, Construction Documents, Contract Documents and Construction Services Contract are used interchangeably unless the context clearly indicates to the contrary.
3. Revise “Contractor” as follows: The individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture, contracting with the Owner for performance of the work.
4. Change the definition for “Engineer” to the following: The person or engineering firm retained by the Owner acting as the Owner’s authorized Engineer for the construction of the Project at a particular location.
5. Change the definition of the term “Owner” to the following: Gila County Public Works Department, acting through its legally constituted officials, officers, or employees.
6. Whenever the word “County” is used in these Specifications, it shall mean the Gila County Public Works Department.

END OF SECTION

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

SUBSECTION 103.6.1 - CONTRACTOR'S INSURANCE:

Replace with the following:

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 execution of the contract, the Contractor shall furnish the Contracting Agency the insurance specified in the Contract Agreement. The Contracting Agency shall have no responsibility or liability for such insurance coverage.

SUBSECTION 103.6.2 – INDEMNIFICATION OF THE CONTRACTING AGENCY AGAINST LIABILITY:

Replace with the following:

The Contractor shall indemnify the Owner as set forth in the Contract Agreement. The Contractor agrees to indemnify the Engineer on the same terms as the Owner.

END OF SECTION

SECTION 104 – SCOPE OF WORK

SUBSECTION 104.1.1 – GENERAL:

The scope of work shall include all proposed improvements shown on the Plans for the Sycamore Creek Bank Protection, Bush Fire Drainage Improvement Project.

The Contractor shall provide for and maintain operation of the Sycamore Creek Channel for the duration of the contract. At no time shall construction activities impede the safe operation of the channel or its function to convey discharges unless approved by the Engineer.

Add the following to the first paragraph:

All construction activities will occur in an area that is subject to flooding. Flows can occur at any time and the Contractor must anticipate and manage construction activities during storm events. The Contractor will remove all equipment from the construction area whenever flows could occur that would inundate the equipment or equipment storage areas. Protection from flooding of Contractor's equipment and construction items to be furnished by the Contractor is the Contractor's responsibility.

The Owner and Contractor shall have pre-start meetings at times agreed upon during the pre-construction meeting. These pre-start meetings shall be held prior to all major work elements. The Engineer's approval shall be obtained before commencing work.

The Clean Water Act Section 404 permit information provided by the U.S. Army Corps of Engineers Application (Provided at the start of construction) outlines the anticipated requirements the Contractor must follow during all construction activities at the site.

SUBSECTION 104.1.2 – MAINTENANCE OF TRAFFIC:

Add the following:

All traffic and/or control devices on this Project shall be provided, maintained and/or controlled as required by the local jurisdiction in which the Project is located. If work in the ADOT right of way is needed, contractor shall coordinate with ADOT to secure a right of way permit.

In all cases during construction, access will be provided for emergency vehicles, trash collection, and school buses as required. The Contractor will notify schools, trash collection, emergency services, etc. at least thirty (30) calendar days in advance of implementing the traffic control plans that may affect their activities. Full closure of any public road is not permitted during the construction of this Project without prior approval of Gila County.

Gila County General Note Requirements:

The Contractor shall obtain a Gila County Right of Way Use Permit prior to any work being performed within the County right of way. Contact Gila County Public Works Inspection Section at least seven (7) working days in advance of any work.

The Contractor shall submit Traffic Control plans to Gila County Public Works Inspection Section at least three (3) working days prior to work for review and approval.

All traffic and/or control devices on this Project shall be provided, maintained and/or controlled as specified in Gila County requirements, if provided, or otherwise per the Uniform Manual on Traffic Control Devices, 2009 Edition.

SUBSECTION 104.2 – ALTERATION OF WORK:

Add the following:

Any deviation from the approved plans and specifications shall require a request for variance from the Owner and, in some circumstances, concurrence from NRCS and Gila County. No deviation from the approved plans and specs shall be implemented without prior approval from all applicable parties and/or regulators.

The Contractor's bid and all cost estimates or pricing proposals required or permitted under this section shall be itemized to include direct labor by man-hours, individual craft, hourly wage rate and verifiable labor burden. Other direct costs shall include rental and operator rates for rented or owned equipment, material trucking expenses and other costs clearly identified and directly allocable to contract performance. Material costs shall be itemized by item description, quantity(s) for each item, unit price per item, including applicable sales tax markup, and extended total price per item. The Contractor shall provide copies of material supplier quote sheets, invoices or purchase orders, as appropriate. In the case of a conflict between the unit price and the extended total for a specific item, the unit price will govern.

END OF SECTION

SECTION 105 – CONTROL OF WORK

SUBSECTION 105.1 - AUTHORITY OF THE ENGINEER:

Add the following Subsection:

SUBSECTION 105.2 – PLANS AND SHOP DRAWINGS:

Add the following:

The term “Shop Drawings” means drawings, submitted to the Engineer by the Contractor pursuant to the Contract, showing in detail: a) the proposed fabrication and assembly of structural elements, and b) the installation (i.e., form, fit and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

Shop drawings and product data shall be submitted to the Engineer for review and approval. The Contractor shall submit to the Engineer a minimum of four (4) copies of Plans, Shop Drawings, and other submittals listed in these specifications a minimum of two (2) weeks prior to the construction activity in which they are related unless otherwise stated in the individual sections of the Special Provisions. Contractor shall not order, obtain, or install any materials that have not been reviewed and accepted in writing by the Engineer.

SUBSECTION 105.3 - CONFORMITY WITH PLANS AND SPECIFICATIONS:

Add the following subsection:

SUBSECTION 105.3.1 – SUBSTITUTE CONSTRUCTION METHODS OR PROCEDURES

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Engineer. Contractor shall submit at least two (2) weeks prior to construction sufficient information to allow the Engineer, in Engineer's sole discretion, to determine if the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in subparagraph 106.4(B).

SUBSECTION 105.5 - COOPERATION OF CONTRACTOR:

Add the following subsection:

SUBSECTION 105.5.1 – PRE-CONSTRUCTION MEETING:

After award of the contract and prior to the commencement of the work or mobilization, a pre-construction meeting shall be scheduled at a location and time (prior to mobilization and start of construction) to be agreed upon between the Owner and the Contractor. The Contractor shall make all necessary arrangements to have key personnel of the Contractor's company and of the Contractor's principal subcontractors present at the meeting. Each representative shall have authority to make commitments and act on behalf of their firm or company. The purpose of the pre-construction meeting is to discuss any specific concerns or potential problems that the Contractor is aware of, to provide general information appropriate to the contract, to identify responsible individuals for various functions within each organization, and to develop tentative dates for the start of construction. The Contractor shall submit to the Engineer during the pre-construction meeting the following documents (both electronically, and paper copies):

1. Preliminary work schedule/sequence of construction
2. Preliminary traffic control plan and Contractor Contact Information
3. Emergency telephone numbers
4. Signing authority letter
5. Name and telephone number of the certified safety professional
6. Preliminary copies of the NOI and SWPPP per Subsection 107.2.1
7. Qualifications outlined in Subsection 105.6 and 107.6.3
8. Estimated billing schedule
9. Shop drawings
10. Manufacturer's certification for all materials
11. Material data safety sheets
12. Preliminary survey layout, staking, and excavation plans.
13. Contractor pay item cost breakdown as noted in the Special Provisions

The pre-construction meeting will cover topics such as the quality testing requirements, critical elements of the work schedule, document control and electronic record keeping. Additionally, a scheduled start date for the work will be determined.

The Contractor shall be responsible to take minutes of the pre-construction meeting and distribute copies to all meeting participants. The meeting minutes shall be distributed within forty-eight (48) hours of the meeting. At the subsequent construction progress meeting, the minutes will be attested or revised, as appropriate. The cost for attendance at the pre-construction meeting and preparation and distribution of meeting minutes shall be incidental to the Project and no extra payment will be made.

Add the following subsection:

SUBSECTION 105.5.2 –CONSTRUCTION PROGRESS MEETINGS:

Construction progress meetings shall be scheduled weekly, or as considered necessary by the Owner. The Contractor shall make all arrangements to have key personnel of the Contractor's company and of the Contractor's principal subcontractors present at all progress meetings; representatives shall have authority to make commitments and act for their respective firm or company. The Contractor shall assume full responsibility to act for and commit any subcontractor employed by the Contractor, whether or not such subcontractor is represented at the meeting.

During the construction progress meeting, the Owner's representative will act as chairman and will advise the Contractor of any administrative matters connected with the contract. The Contractor shall submit for review the Contractor's two-week rolling schedule. The Contractor's representative at these meetings shall be prepared to discuss and resolve construction problems and concerns, material delivery, vendor data submittals status, construction progress as measured against the Contractor's approved construction schedule and the Contractor's short range construction activities as provided on the Contractor's two-week rolling schedule. The Contractor shall not be relieved of the Contractor's responsibility to fulfill all of the terms of the contract as a result of any inferences drawn or suggestions made available at these meetings.

The Contractor shall be responsible to take minutes of the construction progress meetings and distribute copies to all meeting participants. The meeting minutes shall be distributed within forty-eight (48) hours of the meeting. At the subsequent construction progress meeting, the minutes will be attested or revised, as appropriate. The cost for attendance at meetings and preparation and distribution of meeting minutes shall be incidental to the project and no extra payment will be made.

SUBSECTION 105.6 - COOPERATION WITH UTILITIES:

Add the following:

An attempt has been made to determine the location of all underground utilities, drainage pipes, and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation(s) may be adjusted. If unexpected conflicts are encountered in the field, the Contractor shall be responsible for scheduling and coordinating the construction at these locations with the concerned utility companies so that they can relocate their facilities prior to or concurrent with the installation of the proposed improvements.

The location of the underground and overhead utilities as shown on the plans is based on the best available information. The Contractor shall not assume that this represents an exact location of the line. No guarantee is made to the accuracy of the location shown on the plans. However, before starting construction, it shall be the Contractor's responsibility to field-verify all utility locations and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation can be adjusted without causing any delay in the Contractor's project schedule, including performing utility locating operations in advance of the work location as necessary. In addition, the Owner will not consider additional compensation requests from the Contractor to perform any potholing, utility company coordination, etc., needed to locate and/or verify utility locations. Owner will adjust Contract work items as necessary to avoid utility line conflicts and cooperate with utilities in adjusting. Should Contractor's operations result in damage to any utility the location of which has been brought to the Contractor's attention, the Contractor shall assume full responsibility for such damage and shall indemnify Owner from any such damage. Contractor shall contact Arizona Blue Stake (telephone number 602-263-1100) a minimum of two (2) working days before beginning any underground work. In addition, Blue Stake notification(s) shall be maintained on a current basis.

The Contractor shall bid its work recognizing that utilities may exist that are not shown on the plans. The Contractor shall consider these utility interferences when bidding the project. All existing utilities, unless otherwise noted shall be protected-in-place (PIP).

The Contractor shall ensure that utility interruptions are kept to a minimum. The Contractor shall notify the Engineer and affected landowners of utility interruptions at least two (2) days in advance of any interruptions, and Contractor shall ensure all utilities are connected and operable by the end of the workday that the interruption occurs.

At all times during construction, the Contractor shall comply with all laws, ordinances, rules, regulations, and safety requirements, including, but not limited to, the National Electric Safety Code and the Occupational Safety and Health Standards for General Industry when working in the vicinity of utilities.

Note: The cost for the repair of any damage to utilities, and any loss of revenue due to the loss of service of a utility that is in any way caused by the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the project, Owner, or Engineer and Contractor shall indemnify the Owner and Engineer from any such damages. All utility location and protection in place costs are considered incidental to the project and no extra payment will be made for these activities.

The following utilities have been identified to exist within the project area:

WATER: JW Water – Diego Dominick
Email: diego@jwwater.net

ELECTRIC: APS – Todd Wheeler
Email: jeffrey.wheeler@aps.com

CABLE: TDS Telecom – Scott Jones
Email: scott.joes@tdstelecom.com

SUBSECTION 105.8 - CONSTRUCTION STAKES, LINES, AND GRADES:

Add the following:

All surveying required for the construction of the work shall be the Contractor's responsibility. The Engineer will not set any construction stakes or perform any construction-related surveying. No work shall be done without lines and grades having been established by the Contractor. The Engineer will furnish a Benchmark, which the Contractor will use to set line and grade for all construction. Contractor responsibilities under this subsection include the following:

- A. The Contractor shall submit original construction surveyor's notes duly signed by a Registered Land Surveyor in the State of Arizona to the Engineer at the end of the work. Copies of the survey notes shall be submitted to the Engineer at the first weekly meeting after being generated.
- B. Record Drawings will be prepared by the Engineer of Record utilizing red-line working drawings maintained on the project site by the Contractor. These paper red-line working drawings shall be maintained by the Contractor in a current condition at all times and updated at least weekly until completion of the work and shall be available for review by the Engineer and the Engineer of Record at all times. A formal review of the status of the red-line drawings will be conducted monthly just prior to compiling the contractor's payment estimate. A color copy of the final red-line working drawings shall be provided by the Contractor to the Engineer prior to close out. Final acceptance may be delayed if it is found that the red-line working drawings are incomplete or inaccurate, and until appropriate corrections are made by the Contractor to the red-line working drawings.
- C. Final surveyor as-built drawings sealed by a Land Surveyor registered in the State of Arizona shall be provided by the Contractor to the Engineer for review and approval prior to close out.

Final acceptance may be delayed if it is found that the surveyor as-built drawings are incomplete or inaccurate, and until appropriate corrections are made.

- D. Prior to close out, the Contractor will be required to provide the Owner a 3D CAD file in a standard *.dwg format, for review and acceptance by the Engineer.

For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds with progress payment amounts determined as a percentage of the total work planned as projected from the Contractor's approved construction schedule. Payment of the lump sum contract price will constitute full compensation for completion of all work under this pay item.

BID ITEM– AS-BUILT MEASUREMENTS / RECORD DRAWINGS

SUBSECTION 105.12 – MAINTENANCE DURING CONSTRUCTION:

Replace with the following:

The Contractor shall maintain the work during construction and until the work 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.

SUBSECTION 105.15 – ACCEPTANCE:

Replace with the following:

(A) Partial Acceptance: If at any time during the prosecution of the work the Contractor substantially completes a unit or portion of the work, such as a structure, utility service, or a section of road or pavement, he may request the Engineer or Owner 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 work, the Engineer or Owner will make an inspection. The inspection shall constitute the final inspection and the Engineer will make the final acceptance of that work if: i) all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction at the location, ii) the Contractor has provided completed and sealed as-built plans for the work satisfactory to the Engineer, as well as all other items required by SGC 105.8, and iii) the Contractor has provided a completed Certificate of Performance to the Engineer evidencing it has satisfactorily discharged all its duties in connection with the work to be performed under the contract. 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 of that work provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance of that work and notify the Contractor in writing of this acceptance as of the date of the final inspection.

END OF SECTION

SECTION 106 – CONTROL OF MATERIALS

SUBSECTION 106.1 - SOURCE OF MATERIALS AND QUALITY:

Add the following:

Select Material, Aggregate Base, Mineral Aggregate (including central filter aggregate), concrete, steel products and pipe shall be obtained from commercial sources. Contractor shall pay all royalties, or any other charges or expenses, incurred in connection with the securing and hauling of the material. Contractor will be required to furnish Engineer with a list of its proposed commercial sources prior to use, and shall present certificates stating that the material produced from any commercial sources is in accordance with the MAG Uniform Standard Specifications, the Special Provisions, and these Supplemental General Conditions. Contractor shall not order, obtain or install any materials that have not been reviewed and accepted in writing by the Engineer.

SUBSECTION 106.5 – STORAGE OF MATERIALS:

Add the following:

The Contractor shall obtain approval of the Engineer when using vacant or private property to park and service equipment and store materials for use. The Contractor will obtain prior written approval of the property owner for such use and submit a copy of the approval to the Engineer prior to use of the property.

If available, the Contractor may wish to use excess Owner property adjacent to the project site as a Contractor Work Area (CWA). If the Contractor wishes to do so he must submit plans for use of the site to the Engineer for approval, and must obtain the necessary permissions from the Owner.

The Contractor will monitor on a daily basis all activities within the CWA, whether on Owner or private property, that may result in the leakage of oils, fuels, vehicle wash water, etc., which may contaminate soils, and promptly report any suspected leaks to the Engineer. The Contractor will be solely responsible at the Contractor's cost to correct and clean up any such leakage or other related problems.

The Contractor shall grade and re-vegetate or rehabilitate all construction yards, easements and limits of construction which are disturbed by construction or construction related activities to the lines and grades shown on the plans; or as a minimum, where no line or grade is shown, to a condition similar to or better than the pre-existing condition.

The Contractor understands that use of Owner property, or private property, for a CWA is solely at his own risk. No compensation will be made to the Contractor for any damage to or loss of equipment and/or other valuables with the CWA.

Add the following Subsection:

SUBSECTION 106.5.1 – CONTRACTOR ACCESS:

The Contractor shall have rights to access those lands shown in the plans as being within the Project boundary, within the constraints of the project temporary construction easements. The Contractor shall not

use private property outside of the provided temporary construction easements to access the Project area without first obtaining written permission of the property owner, and providing evidence of such permission to the Engineer. The Contractor shall have the right to use “designated access routes” outside of the Limits of Construction as designated on the plans.

END OF SECTION

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Legal regulations and responsibility to public shall conform to Section 107 of the MAG Uniform Standard Specifications, except as modified herein.

SUBSECTION 107.2 - PERMITS:

Replace with the following:

The Contractor shall obtain all permits and licenses, including but not limited to those required by the State of Arizona, Gila County, U.S. Government, and any local or federal agency with jurisdiction within the project area, and shall pay all charges, fees, taxes, and provide all notices necessary and incidental to the due and lawful prosecution of the work. Permits for earth moving may be obtained from Gila County. It is the responsibility of the Contractor to verify permit application fees.

In particular the Contractor will obtain all necessary AZPDES and SWPPP permits as required and in accordance with subsection 107.2.1. Copies of these permits and any addendums shall be provided to the Engineer no later than seven (7) calendar days after issuance.

Corps of Engineers Section 404 Permit:

The Owner has applied for or obtained the necessary U.S. Army Corps of Engineer’s Section 404 Permit. A copy of the approved permit or permit application will be provided at the start of construction. The Contractor shall base its proposal on the anticipated compliance protocols detailed in the Section 404 Permit or application and the related 401 Certification in the permit. These requirements include, but are not limited to, notification of any cultural resources discovery and implementation of pollutant control efforts on the project.

Add the following Subsection:

SUBSECTION 107.2.1 - AZPDES PERMIT REQUIREMENTS:

- A) This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) storm water requirements for construction sites under the Arizona Department of Environmental Quality’s (ADEQ’s) Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee, and shall take all necessary measures to assure compliance with the AZPDES General Permit for Arizona as well as all other applicable Federal, State and local laws, ordinances, statutes, rules and regulations pertaining to storm water discharge. As the permittee, the Contractor is responsible for preparing, in a manner acceptable to the ADEQ, all documents required by this regulation, including but not necessarily limited to:

- 1) A separate Storm Water Pollution Prevention Plan (SWPPP) for each location on the project, including certification of compliance form. Contractor shall be required to develop, implement, update, and revise each SWPPP, as necessary, in order to assure compliance with the ADEQ permit requirements. The SWPPPs shall be retained on site at each location at all times during construction. The SWPPPs shall be submitted to Gila County Public Works prior to issuance of construction permits.
 - 2) Notice of Intent (NOI) to assure compliance with the AZPDES General Permit for Arizona, including certification of signatures.
 - 3) Notice of Termination (NOT) of coverage under AZPDES General Permit for Arizona.
- B) Preliminary copies of the NOI and the SWPPP shall be submitted to Owner during the preconstruction meeting and shall be subject to review by Owner prior to implementation.
- C) The Contractor shall submit the completed and signed NOI forms to ADEQ no later than one (1) day after being issued a NTP. Proof of the submittal date must be provided to the Owner. If the work is within ¼ mile of an Impaired or Unique Water, the SWPPP, including a permit-compliant monitoring plan, needs to be submitted with the NOI to ADEQ. If the location is farther away than that, no SWPPP needs to be submitted to ADEQ but it still must be available on site.
- D) When the discharge is to an Impaired or Unique Water or is in or near endangered species habitat as identified by ADEQ's smart NOI permitting system, applicants are not authorized under this permit for a minimum of thirty-two (32) business days following ADEQ's receipt of the NOI and SWPPP. ADEQ may notify operators within this timeframe that there is cause for SWPPP amendment, or denial of coverage as specified in Parts 1.D.4 through 1.D.6 of the general permit. If notification is not received in the thirty-two (32) business day time-frame, the Contractor may assume coverage under this permit according to ADEQ requirements. Contractor must notify Owner of the status of the NOI prior to commencing work. The applicant shall submit the NOI (application) to:

Arizona Department of Environmental Quality
Surface Water Section, Stormwater Permits Unit—CGP Monitoring
1110 W. Washington Street, Mail Code 5415 A-1
Phoenix, AZ 85007

If the facility has the potential to discharge to a municipal separate stormwater sewer system (MS4), the applicant must also forward a copy of the certificate authorizing permit coverage to the owner/operator of the MS4 system.

Failure by the Contractor (or Subcontractors of any tier) to submit NOIs within the mandated time frame shall result in delay of the construction start date, and no claim for extension of time will be granted for such delay. A copy of the completed NOI shall be posted at the construction site and a copy of the general permit and SWPPP shall be on-site at each location at all times. A copy of the submitted NOI and NOI authorization shall be included with the SWPPP.

- E) Inspections of all storm water pollution control devices on the project shall be performed by the Contractor every seven (7) days or at least once every fourteen (14) calendar days, and also within twenty-four (24) hours of the end of a storm event of 0.50 inches or greater as required under provisions of the AZPDES General Permit for Arizona. A reduced inspection frequency may be used provided the conditions in Part IV.H.1.b. of the general permit have been met. Contractor shall prepare reports on such inspections and retain the reports for a period of three (3) years after permit

coverage expires or is terminated. Inspection reports shall be submitted monthly to Owner along with progress payment requests. Additionally, Contractor shall maintain all storm water pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

- F) The Contractor warrants that its employees and Subcontractors of any tier and their employees shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations set forth by all federal, state and local governments and the Arizona Department of Environmental Quality in connection with AZPDES Permitting requirements and laws and regulations pertaining to air, groundwater, and surface water quality.

Fines and penalties imposed by the ADEQ against Owner or the Contractor for Contractor's failure to comply with any of the requirements of AZPDES General Permit of Arizona shall be borne by the Contractor at no cost to the Owner or project.

- G) Upon completion of a location, acceptance and demobilization, Contractor shall submit its completed, duly executed NOT form to the Arizona Department of Environmental Quality (and the appropriate municipality), at the address listed in Section (D) above, thereby terminating all AZPDES permit coverage for that location. Contractor shall then provide to Owner copies of the SWPPP, inspection information and all other documents prepared and maintained by the Contractor in compliance of the AZPDES General Permit. Contractor shall retain the originals of such documents for a period of three (3) years following the completion of the project.

- H) The total price for the NOI, SWPPP and NOT shall include all material, labor, and all other costs relating to the preparation, installation and maintenance of the SWPPP documents and measures during construction, including 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 the NOI, SWPPP and NOT shall be inclusive of all costs, and the Contractor shall make no additional claims under any other specification provision of these documents, including Changed Conditions.

For appropriate guidance and forms as provided by ADEQ the Contractor should refer to the ADEQ website at: <http://www.azdeq.gov/environ/water/permits/cgp.html>

Payment for Dust Control and AZPDES/SWPPP permit acquisition and maintenance shall be made on a lump sum basis for all work described in in Subsections 104.1.4 and 107.2.1 of the Supplementary General Conditions that is associated with installation and maintenance of the SWPPP and dust control measures during project construction, including 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. Payment of fifty percent (50%) for this bid item shall be made at the beginning of the Project, and the remaining payment made upon final completion and acceptance of the Project, as per MAG Subsection 109.7.

BID ITEM 107-1 – DUST CONTROL AND AZPDES/SWPPP PERMITS

SUBSECTION 107.5 – SAFETY, HEALTH & SANITATION PROVISIONS:

Add the following:

The entire construction site shall be considered a “Hard Hat Area” and all personnel on the Project will be required to wear a hard hat. This includes all Contractor and Subcontractor personnel and all visitors.

SUBSECTION 107.6 PUBLIC CONVENIENCE AND SAFETY:

Add the following:

The work area is within and adjacent to areas of public use, including roadways, sidewalks, and open space. The contractor shall provide protection measures, including, but not limited to, temporary fencing, as required to ensure the safety of the public in areas adjacent to the work area.

SUBSECTION 107.8 – USE OF EXPLOSIVES:

Replace with the following:

The use of explosives or blasting has not been approved for any construction activities on the project.

SUBSECTION 107.9 - PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

Replace the second paragraph with the following:

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 work shall have been completed and accepted.

Add the following:

Under no circumstances shall the disposal of debris from construction operations create a blemish on the landscape. Material, which is to be stockpiled or disposed of off-site, shall not encroach on running or intermittent streams, or other waters of the U.S. unless the Contractor has obtained the appropriate permits in accordance with applicable state and federal regulations.

The Contractor shall protect-in-place all existing structures and other features identified on the plans or not, including but not limited to existing utilities, mail boxes, chain link fences, irrigation facilities, roadways, traffic signs, fencing, block walls, signs, and other structures and features near construction activities, including existing vegetation not specifically called out for removal.

The Contractor shall not disturb any areas other than as required for construction as shown on the plans.

The Contractor will grade all Temporary Construction and Permanent Drainage Easement areas and project areas, which are disturbed during construction, to the lines and grades shown on the plans, or as a minimum, where no lines and grades are shown, to a condition similar to or better than the pre-existing condition.

The Contractor shall provide street sweeping services to public roads along haul routes during periods of material hauling to and from the site. Periodic payments will be based on monthly invoices and all invoices will not in total exceed the allowance amount shown in the bid schedule.

SUBSECTION 107.10 - CONTRACTOR'S RESPONSIBILITY FOR WORK:

Replace the first paragraph with the following:

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 work 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.

Add the following:

- A) The Contractor shall maintain dust control measures at all times during the construction of the work. The Engineer reserves the right to direct the Contractor to maintain dust control measures.
- B) Contractor is advised that the work will be subject to stormwater flows of water of varying amounts. Owner assumes no responsibility for notifying Contractor of any anticipated flows, nor for any damages incurred by Contractor to equipment or to any of the Contractor's work as a result of any flows of water.
- C) Storm water runoff in the wash originates from a burned watershed and runoff may carry large debris. The Contractor shall take all necessary precautions to protect his/her work from damage that may be caused by such runoff.
- D) The Contractor shall take all necessary action to protect the public from the construction work area. The Contractor will also notify the Engineer of any unauthorized personnel in the project area, including the presence of the general public.
- E) The Contractor will notify the Engineer immediately of any significant differences between ground topography shown on the construction drawings and existing ground topography which may cause there to be additional cut or fill requiring the approval of the Engineer.
- F) Pollution control management shall be provided by the Contractor consisting of installation of measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities. All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures shall be removed and the site restored to near original condition. No separate payment will be made for the items discussed herein.
- G) The Contractor shall not remove any vegetation, plants and/or trees not specifically called out for removal or outside the limits of construction as shown on the Plans.
- H) Where existing fences are to be removed, the Contractor shall provide temporary fencing.

SUBSECTION 107.14 – NO WAIVER OF LEGAL RIGHTS:

Replace the first two sentences with the following:

Acceptance of the work shall not preclude or stop 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 stopped 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

END OF SECTION

SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS

SUBSECTION 108.1 - NOTICE TO PROCEED:

Replace paragraph (A) with the following:

The Contractor shall commence work within thirty (30) calendar days after the Notice to Proceed. All work shall be completed within **one hundred twenty (120) calendar days** beginning with the date specified in the Notice to Proceed. Work shall be deemed complete when the Engineer makes the final acceptance pursuant to General Condition 105.15, which neither the Engineer nor the Owner shall unreasonably withhold or delay.

Add the following subsection:

SUBSECTION 108.4.1 - CONTRACTOR'S BILLING SCHEDULE:

The Contractor shall furnish the Engineer an Estimated Billing Schedule, which shall include the estimated amount of each billing for the total work at the pre-construction conference, and thereafter at monthly intervals as agreed to between the Contractor and Engineer.

SUBSECTION 108.5 - LIMITATION OF OPERATIONS:

Add the following:

The normal workweek shall be forty (40) hours, Monday through Friday, and the work hours will be determined at the pre-construction meeting. This does not imply that this contract can be completed on time utilizing normal working hours. The Contractor shall furnish sufficient forces and shall work such hours including overtime operations as necessary to ensure the completion of the work within the time required. **No night work will be allowed on this project unless approved by the Engineer.** Night work is defined between the hours of 7:00 PM and 5:00 AM.

The Contractor may work overtime (i.e., greater than 40 hours between Monday and Friday) or on Saturdays in its discretion, provided that the Contractor pays the Owner for any increased costs the Owner incurs from the Engineer and/or QCA team as a result of the overtime or Saturday work. For purposes of this subsection, "increased costs" are defined as: (i) any documented amounts the Engineer charges the Owner above the Engineer's and/or QCA team's contracted rates; and (ii) any documented costs the Owner incurs from the Engineer and/or QCA team that the Owner would not have had to incur had the Contractor completed all work on the Project by the completion date by working only 40 hours per week. To work overtime, for other than emergency situations, the Contractor shall also give the Engineer at least forty-eight (48) hours advance written notification. The notification shall include: the working hours, the type of work to be performed, and the name of and a phone number for the person in charge.

SUBSECTION 108.7 – DETERMINATION AND EXTENSION OF CONTRACT TIME:

Replace the first three paragraphs with the following:

The number of calendar days allowed for the completion of the work included in the contract will be as stated in the contract 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 shall be completed and meet final inspection.

END OF SECTION

SECTION 201 – CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 201 of the MAG Uniform Standard Specifications, except as modified herein.

Subsection 201.1 Description:

Add the following:

This work consists of the removal and disposal of all vegetation including shrubs, trees of all sizes, and other plants within the limits of construction for this project as indicated on the Plans.

Sixty (60) days prior to moving or destroying native plant species, the Contractor shall file a formal notice of intent with the Arizona Department of Agriculture.

Clearing and grubbing shall be performed within the limits of work only, including borrow areas, excavation limits, fill zones, access roads, and other areas delineated on the Plans.

Prior to starting clearing and grubbing the Contractor must verify the location of existing utilities that may be damaged during this work.

BID ITEM– CLEAR & GRUB

END OF SECTION

SECTION 202 – MOBILIZATION

(Add this section to the MAG Uniform Standard Specifications)

Subsection 202.1 Description:

The work under this section shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies, and incidentals to the project site; the establishment of all offices, buildings and other facilities necessary for work on the project; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and for all other work and operations that must be performed and costs incurred prior to beginning work on various items on the project site.

Subsection 202.3 Cleanup:

Contractor is responsible for cleanup of the site daily during construction and upon completion of the work. Cost of cleanup will be considered incidental to the project and no separate payment will be made for cleanup.

Subsection 202.4 Measurement:

Evaluation of measurement for payment for mobilization shall be based on equipment and materials delivered to the site and the level of work being accomplished commensurate with the scope of work.

Subsection 202.5 Payment:

Payment for mobilization will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all work involved as specified herein. No additional payment will be made for occupancy and services during periods of contract time extension due to engineering changes.

BID ITEM – MOBILIZATION AND ADMINISTRATION

END OF SECTION

SECTION 215 – EARTHWORK FOR OPEN CHANNELS

Section 215 of the MAG Uniform Standard Specifications shall apply, except as modified herein.

Subsection 215.1 Description:

Add the following:

General earthwork covered under this section shall consist of clearing, stripping, excavation, fill, general backfill, grading and disposal of excavated and removed material. Means and methods of removal of the excavated material in the wash is the responsibility of the contractor. The contractor shall supply the County with an excavation plan prior to construction.

The Contractor is responsible for determining a disposal site suitable for the project and will gain approval from the County.

Subsection 215.7 Measurement:

Add the following:

Measurement for the project earthwork shall be per cubic yard of excavation or fill up to the maximum volume on the contract documents.

Subsection 215.8 Payment:

Replace with the following:

Excavation or fill shall be paid for at the bid price per cubic yard of excavation. Such price shall include clearing, stripping, excavation, fill, backfill, compaction, grading, hauling, removal and disposal of excess excavated material and debris. No additional payment will be made for complicated excavation and hauling due to site constraints.

BID ITEM - CUT AND HAUL

END OF SECTION

SECTION 401 – TRAFFIC CONTROL

This section replaces in its entirety Section 401 of the MAG Uniform Standard Specifications

Subsection 401.1 Description:

All traffic control shall conform to the Special Provisions for this project, including Part VI of the “Manual On Uniform Traffic Control Devices for Streets and Highways” (U.S. Department of Transportation, Federal Highway Division) and the associated ADOT supplement.

It shall be Contractor’s responsibility to provide, erect, maintain and remove after completion of the work all necessary signs, barricades, barriers, berms, lights, high level warning devices, delineators, and any other required devices, uniformed officers, and flagman, necessary to properly mark and control the construction area for the safe and efficient movement of traffic. Temporary traffic control devices shall be installed prior to the start of work necessitating traffic safety. It shall be Contractor’s responsibility to construct the required detour lanes in order to make the road available to traffic.

Approval of Contractor’s traffic control method by the Engineer, the Owner, or Federal guidelines shall not relieve Contractor of its responsibility to protect the work, the Contractor’s personnel, or the general public.

The Contractor is responsible for all coordination with ADOT and acquiring the necessary permits.

Subsection 401.2 Traffic Control Devices And Equipment:

Devices and equipment may include flashing barricades, signage, and high-visibility cones.

Subsection 401.4 Traffic Control Measures:

The application of all traffic control measures shall be based primarily upon the conditions existing at the time that such measures are deemed necessary. Prior to the start of any work that would interrupt the normal flow of traffic, sufficient and adequate devices and measures shall be provided and erected by the Contractor. These devices shall be immediately removed when no longer needed.

All detour and access roadways must be built and maintained within the existing project right-of- way.

Subsection 401.6 Measurement:

No measurement will be made for traffic control implemented by the Contractor for construction or delivery of equipment or materials. No measurement will be made for traffic control devices. No measurement will be made for flagmen or uniformed off-duty law enforcement officers.

Subsection 401.7 Payment:

Payment for traffic control will be made at the contract lump sum price and shall be full compensation for all work, including development of at TCP, mobilization, placing, storing, removal and maintenance of all traffic control devices, signing and striping, flag persons, and other activities incidental to the implementation of the approved traffic control plan.

BID ITEM - TRAFFIC CONTROL

END OF SECTION