



P.O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900

Case 11-05

DATE: May 4, 2011
TO: MAG Specifications and Details Committee Members
FROM: Peter Kandarlis, SRP Representative
Outside of Right-of-Way Working Group
RE: **Water Requirements – Revisions per Comments**

Purpose: MAG Section 225, "Watering," provides no technical guidance for the performance of work and is general in scope. The section should be placed in Part 100, General Conditions.

Revisions: Move all of MAG 225 to MAG Section 104.1.3. Modify the last paragraph in this section to read as follows:

The cost of watering will be included in the proposal price ~~bid~~ for the construction operation to which such watering is incidental or appurtenant, ~~unless otherwise provided for in the special provisions or proposal~~.

Re-number MAG 104 as needed.

Delete MAG 225.

Delete all but the first sentence of the last paragraph of 104.1.1. These items are covered by MAG Section/paragraph 107.9.

Delete reference to MAG 225 in Section 311.2.

SECTION 104

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.

In the event a conflict exists between Contract Documents the order of precedence listed in descending order shall be as follows:

- Change Orders
- Addenda
- Special Provisions
- Project Plans
- Contracting Agency's supplements to the MAG Uniform Standard Specifications and Details
- MAG Uniform Standard Specifications
- MAG Standard Details

Unless otherwise specified in the special provisions, The Contractor 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 Water Supply:

Water shall consist of providing a water supply sufficient for the needs of the project and the hauling and applying of all water required.

The Contractor shall make arrangements for and provide all necessary water for his construction operation and domestic use at his own expense.

If the Contractor purchases water from a water utility at a fire hydrant on or near the project, all arrangements shall be made by him at his own expense and payment made direct to the water utility as agreed upon.

The Contractor shall use only those hydrants designated by the water utility in charge of water distribution and in strict accordance with its requirements for hydrant use.

The Contractor shall furnish all connections, wrenches, valves and small tools that may be necessary to meet the requirements of the water utility pertaining to hydrant use.

The tank truck and/or trailer shall meet all safety and licensing regulations and the water shall be applied by sprinkling with tank trucks equipped with spray bars and suitable apparatus.

No measurement will be made of water, unless otherwise provided for in the special provisions or proposal.

The cost of watering will be included in the proposal price for the construction operation to which such watering is incidental or appurtenant.

104.1.3-4 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.

104.1.45 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.

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.

*Not applicable to Improvement District Projects.

SECTION 311

SOIL CEMENT BASE COURSE

311.1 DESCRIPTION:

This item shall consist of a base course composed of a mixture of local soil, portland cement, and water compacted at optimum moisture content.

311.2 MATERIALS:

Portland cement and water shall comply with Sections 725 ~~and 225~~. The soil for the mixture shall consist of the material in the area to be paved. The material shall not contain more than 5 percent gravel or stone retained on a 3 inches sieve. It shall be demonstrated by laboratory tests that the plasticity and hardening characteristics of the soil will be adequately modified by the specified cement content.

311.3 EQUIPMENT:

An ample number of machines, combination of machines and equipment shall be provided and used to produce the complete soil cement base course meeting the requirements for soil pulverization, cement distribution, water application, incorporation of materials, compaction, finishing, and for application of the curing material as provided in these specifications.

Mixing shall be accomplished by means of multiple-pass soil-cement mixer, single-pass soil-cement mixer or central plant mixer.

Water may be applied through the mixer or with the water trucks equipped with pressure sprays. Water trucks providing fine fog-type sprays shall be furnished for finishing and curing. Properly adjusted garden type nozzles on a pressure bar may be used to produce fog spray if approved by the Engineer.

Cement spreader shall be a specially constructed device to distribute bulk cement uniformly at rate specified either in windrows or on the flat as determined by method of mixing.

311.4 CONSTRUCTION METHODS:

Before undertaking construction of the soil cement base course, the area to be paved shall be brought to a compacted condition, true to line and grade as directed by the Engineer or as shown on the plans. During this process any unsuitable soil or material, including excess material retained on a 3 inches sieve, shall be removed and replaced with acceptable material. The compacted surface shall be at the proper elevation as specified, shown on the plans, or as directed by the Engineer, for the top of the soil cement base. At completion of this phase, the material and surface shall be approved by the Engineer before proceeding with the next step.

The material shall be scarified, pulverized, mixed with water and cement, compacted and finished and cured in lengths permitting the full roadway width to be complete in not more than 4 hours from the time that cement is exposed to water. Such lengths will generally be not less than 600 feet or the length of one City block and preferably more. Where a gutter section exists the material shall be pulled back from the gutter face for the full depth of the course before processing.