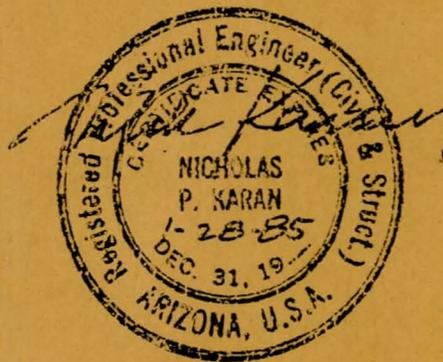


Ed Raleigh

SPECIAL PROVISIONS
FOR

75TH AVENUE BRIDGE OVER ACDC

CONTRACT NO. FCD 85-3



SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979 AND REVISIONS
AND SUPPLEMENTS THERETO.

A118.533

Engineer's Estimate # 1,769,358

BID SUMMARY & CHECKLIST

2:00 P.M.

Bid Date

PROJECT: 75th Ave Bridge over ACDC

CONTRACT FCD: 85-3

DATE: February 27, 1985

Item	(6) Lester Jackson Const.	(1) C.S. Construction	(2) MAC Contracting	(8) Breinholt Contracting	(4) Tanner Companies	(7) Tiffany-Parrupet
Schedule Complete	✓	✓	✓	✓	✓	✓
Addenda Noted	✓	✓	✓	✓	✓	✓
No Exceptions	✓	✓	✓	✓	✓	✓
Changes Initialed	✓	✓	✓	✓	✓	✓
Proposal Signed	✓	✓	✓	✓	✓	✓
License Number						
Bid Security	✓	✓	✓	✓	✓	✓
No Collusion Affidavit	✓	✓	✓	✓	✓	✓
1						
2						
3						
TOTAL CONTRACT	\$ 1,515,463.82	\$ 1,317,035.60	\$ 1,344,198.93	\$ 1,577,910.84	\$ 1,457,384.70	\$ 1,517,829.36

BID SUMMARY & CHECKLIST

PROJECT: _____ CONTRACT FCD: _____ DATE: _____

Item	Name JWJ Contracting 3	Ronald G. Roth Company 5				
Schedule Complete	✓	✓				
Addenda Noted	✓	✓				
No Exceptions	✓	✓				
Changes Initialed	✓	✓				
Proposal Signed	✓	✓				
License Number						
Bid Security	✓	✓				
No Collusion Affidavit	✓	✓				
1						
2						
3						
TOTAL CONTRACT	# 1,434,048.60	1,464,000.80				

To Contract Documents

ENTITLED: 75th Avenue Bridge over ACDC

OWNER: Flood Control District of Maricopa County

The above documents are herein modified. The provisions of said documents applicable to these modifications remain unchanged unless specifically indicated otherwise herein. This Addendum forms a part of the Contract Documents and modifies them as follows:

On page 11 of the Construction Special Provisions, add the following paragraphs to Section 506 - Precast Prestressed Concrete Girders:

"The Contractor shall provide certification from the manufacturer that elastomeric bearing pad materials meet AASHTO specifications. In addition, the Contractor shall submit 1 sample of the 5¼" x 12" x 12" and 1 sample of the 1" x 12" x 12" bearing pad material to the Engineer for testing, 45 days prior to installation on the project.

Modified AASHTO girders, where web thicknesses and top and bottom flange widths are reduced by 2 inches, may be substituted for the standard AASHTO girders shown in the plans subject to the submittal by the Contractor and approval by the District of calculations and shop drawings sealed by an Arizona registered engineer. The calculations submitted must show that the capacity of the proposed modified girders meets or exceeds the capacity of the girders as shown in the plans."

SPECIAL PROVISIONS
FOR

75TH AVENUE BRIDGE OVER ACDC

CONTRACT NO. FCD 85-3



SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979 AND REVISIONS
AND SUPPLEMENTS THERETO.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT NO. FCD 85-3

TABLE CONTENTS:

1. Invitation for Bids
2. Bid Form
3. Construction Special Provisions
4. No Collusion Affidavit
5. Contract
6. Statutory Payment Bond
7. Statutory Performance Bond
8. Certificate of Insurance
9. Drawings: 75th Avenue Bridge Over ACDC
Sheets 1 through 21 of 21

INVITATION FOR BIDS
(Construction Contract)

Project: 75th Ave. Bridge Over ACDC

Ref. Invitation FCD 85-3

Date: January 22, 1985

Issued by: Flood Control District
Maricopa County

Location: 75th Avenue at the
Arizona Canal
Peoria, Arizona

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:00 P.M. LOCAL TIME AT THE PLACE OF THE BID OPENING, FEBRUARY 27, 1985, IN THE OFFICE OF THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA 85009, AND AT THAT TIME PUBLICLY OPENED.

BID SECURITY IN AN AMOUNT OF NOT LESS THAN FIVE PERCENT (5%) OF THE TOTAL BID PRICE MUST BE SUBMITTED WITH EACH BID. THE BID SECURITY MAY BE IN THE FORM OF A BID BOND, CASHIERS CHECK, POSTAL MONEY ORDER, OR CASH. THE BID SECURITY WILL BE MADE PAYABLE TO THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY AS A GUARANTEE THAT IF THE WORK IS AWARDED TO THE BIDDER, HE WILL WITHIN TEN (10) DAYS FROM THE DATE OF SUCH AWARD, ENTER INTO PROPER CONTRACT AND BOND CONDITIONS FOR THE FAITHFUL PERFORMANCE OF THE WORK. OTHERWISE, SAID AMOUNT WILL BE FORFEITED TO THE FLOOD CONTROL DISTRICT. BID SECURITY, WILL BE RETURNED AS PRESCRIBED BY MAG 103.

THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO FURNISH PERFORMANCE AND PAYMENT BONDS IN PENAL SUMS NOT LESS THAN ONE HUNDRED PERCENT (100%) RESPECTIVELY, OF THE ORIGINAL AMOUNT OF THE CONTRACT.

DESCRIPTION OF WORK:

Construction of a 4-span prestressed concrete bridge, improvements to approach roadways, relocation of a 12" waterline and miscellaneous related items.

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED.

NOTICE: THE BID SCHEDULE, SPECIAL PROVISIONS, INSTRUCTIONS TO BIDDERS, UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1979 EDITION (MAG) AND REVISIONS AND SUPPLEMENTS THERETO, DRAWINGS LISTED UNDER THE CONTENTS, WILL BE INCORPORATED IN AND BECOME A PART OF THE RESULTANT CONTRACT.

A pre-bid conference will be held at the Flood Control District offices, 3335 West Durango Street, Phoenix, Arizona, on February 13, 1985, at 9:00 a.m.

CHERIE ELLIG, CLERK
BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 85-3
INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders. Any explanations desired by the bidder, questions, or items for clarification regarding the meaning or interpretation of the invitation for bids, drawings, specification, etc., may be addressed to the Chief Engineer and General Manager, preferably in writing, prior to the pre-bid conference. Any answers, interpretations or clarifications affecting the cost will be addressed to all bidders in an addendum to the invitation. The receipt of an addendum by the bidder must be acknowledged in the space provided on the bid form or by letter or telegram received before the time set for the bid opening. Oral explanations or instructions given before the award of the contract will not be binding.
2. Conditions Affecting the Work. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature of the work, the general and local conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. (See MAG 102.4)
3. Bidder's Qualifications. Before a bid is considered for award, a bidder may be requested by the Chief Engineer and General Manager of the Flood Control District to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.
4. Bid Guarantee. Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

If the successful bidder, upon acceptance of his bid by the Flood Control District with the period specified herein for acceptance (sixty days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

5. Preparation of Bids. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Unless specifically authorized in the invitation for bids, telegraphic bids will not be considered.

No bid will be considered unless all items in the bid schedule are priced. In case of an error in the extension of price, the unit price shall govern. The quantities listed on the bid schedule on which unit prices are requested are estimates only.

Unless called for, alternate bids will not be considered.

Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening bids.

6. Submission of Bids. Bids must be sealed, addressed to the Chief Engineer and General Manager, Flood Control District of Maricopa County, 3335 West Durango, Phoenix, Arizona 85009, and marked to identify the bid to the referenced Contract FCD Number. Failure to appropriately identify the bid may result in a premature opening of, or a failure to open, such bid. The name of the bidder shall be on the outside of the envelope. (See MAG 102.9).
7. Withdrawal of Bids or Modifications. Bids may be withdrawn by written request received from the bidder prior to the time set for the opening of bids.
8. Public Opening of Bids. Bids will be publicly opened at the time and place set for the opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.
9. Award of Contract. Award and execution of a contract shall be in accordance with MAG Section 103.
10. Specifications. Specifications referred to herein shall include all revisions and amendments in effect on the date of issuance of the invitation for bids. These instructions, Special Instructions to Bidders, and the herein contained Construction Special Provisions supplement the Uniform Standard Specifications herein referred to by "MAG" section number of paragraph number; however, in case of conflict, these instructions and Special Provisions supersede the Uniform Standard Specifications (MAG).

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 INVITATION FOR BIDS, FCD 85-3
 SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work 75th Avenue at the Arizona Canal,
 Peoria, Arizona

Contract Plans, Special Provisions and Contract Documents: Plans, Special Provisions, and forms for proposal, Bidding Schedule, Contract Agreement and Performance Bond may be obtained from the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, upon payment of \$15.50 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded. Plans sheets may be purchased separately for a fee of \$10.50, not refundable.

APPROXIMATE QUANTITY

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1,018	L.F.	Chain Link Fence
426	L.F.	5' Diameter Drilled Shafts
732	L.F.	7' Diameter Drilled Shafts
3,889	C.Y.	Concrete
696,192	Lbs.	Steel Reinforcing
32	Ea.	Precast Prestressed Girders
520	L.F.	12" Ductile Iron Pipe
836	L.F.	12" P.V.C. Pipe

and such other pertinent items as are necessary for the completion of the project as shown on the plans or as called for in the Special Provisions or in the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

CHERIE ELLIG, CLERK
 BOARD OF DIRECTORS
 FLOOD CONTROL DISTRICT OF
 MARICOPA COUNTY

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: 75th Ave. Bridge
Over ACDC

Invitation FCD 85-3
Date: January 22, 1985

Location: 75th Ave. at the Arizona Canal,
Peoria, Arizona

To: Chief Engineer and General Manager
Flood Control District of Maricopa County
3335 West Durango
Phoenix, Arizona 85009

The following Proposal is made on behalf of _____

_____ and no others. The Total contract
amount of this proposal is (in words) _____

_____ and _____/100 dollars, (in figures)

_____. This amount being the sum total of the extended
amount for each pay item on the Bidding Schedule.

Evidence of authority to submit the Proposal is herewith furnished. The Proposal is in all respects fair and is made without collusion on the part of any person, firm, or corporation mentioned above, and no member or employee of the Flood Control District Board of Directors is personally or financially interested, directly or indirectly in the Proposal, or in any purchase or sale of any materials or supplies for the work in which it relates or in any portion of the profits thereof.

The Undersigned certifies that the approved Plans, Uniform Standard Specifications for Public Works Construction, 1979 Edition (MAG) and revisions and supplements thereto, together with the Special Provisions, forms of Contract and Bond authorized by the Board of Directors and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected.

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Specifications, Special Provisions, or conditions to be overcome, be plead. On the basis of the Plans, Specifications, Special Provisions, the forms of Contract, and the Bond proposed for use, the Undersigned proposes to furnish all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work and to furnish all the materials in the manner specified and to finish the entire project within the time

hereinafter proposed and to accept, as full compensation therefor, the sum of various products obtained by multiplying each unit price, herein bid for work or materials, by the quantity thereof actually incorporated in the completed project, as determined by the Chief Engineer and General Manager, Flood Control District of Maricopa County.

The Undersigned understands that the quantities mentioned herein are approximate and are subject to increase or decrease and hereby proposes to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the Bidding Schedule.

BIDDING SCHEDULE

Project: 75th Avenue Bridge Over ACDC

Contract: FCD 85-3

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
215	1	L.S.	Channel Excavation			
225	1	L.S.	Watering			
301	3,463	S.Y.	Subgrade Preparation			
310	1,195	Ton	Aggregate Base Course			
321	344	Ton	Asphaltic Concrete Pavement			
350	1	L.S.	Removal of Existing Improvements			
401	1	L.S.	Traffic Control			
402	1	L.S.	Street Lighting Materials			
405	1	Each	Survey Monument			
420	1,018	L.F.	Chain Link Fence			
501-1	426	L.F.	5' Dia. Drilled Shafts			
501-2	732	L.F.	7' Dia. Drilled Shafts			

BIDDING SCHEDULE

Project: 75th Avenue Bridge Over ACDC

Contract: FCD 85-3

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
505-1	3,567	C.Y.	Concrete, MAG AA			
505-2	322	C.Y.	Concrete, MAG A			
505-3	696,192	Lbs.	Steel Reinforcing			
506	32	Each	Precast Prestressed Concrete Girders			
525-1	710	L.F.	Concrete Lined Ditch			
610-1	520	L.F.	12" Ductile Iron Pipe			
610-2	836	L.F.	12" PVC Pipe			
610-3	1	L.S.	12" Valves & Fittings			

The Bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda

Total _____

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) days from the date of award, time being of the essence. The Undersigned further proposes to begin the work as specified in the Contract attached hereto, and to complete the work within the time limits as specified in the Special Provisions and maintain at all times a Contract Bond, approved by the Board of Directors, in an amount equal to one hundred percent (100%) of the total bid. This bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bond to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions are fulfilled.

A Proposal guaranty in the amount and character named in the Invitation for Bids is enclosed amounting to not less than five percent (5%) of the total bid, which Proposal guaranty is submitted as a guaranty of the good faith of the Bidder and that the Bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof; and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the Undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the Undersigned to execute the Contract and furnish satisfactory Bond as herein provided, the Flood Control District of Maricopa County in either of such events, shall be entitled and is hereby given the right to retain the said Proposal guaranty as liquidated damages.

Date: _____, 19____.

IF BY AN INDIVIDUAL:

(Name) (Address)

IF BY A FIRM OR PARTNERSHIP:

(Firm Name) (Firm Address)

By: _____

*Name and Address of Each Member:

Date: _____, 19____.

IF BY A CORPORATION:

(Corporate Name)

(Corporation Address)

By: _____

**Incorporated under the Laws of _____

Names and Addresses of Officers:

(President)

(Address)

(Secretary)

(Address)

(Treasurer)

(Address)

*The name and post office address of each member of the firm or partnership must be shown.

**The name of the State under which the laws of the Corporation was chartered and names, title, and business address of the President, Secretary, and Treasurer must be shown.

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY

SEVENTY-FIFTH AVENUE BRIDGE OVER
THE ARIZONA CANAL DIVERSION CHANNEL,
APPROACH ROADWAYS AND 12" WATER LINE RELOCATION

LOCATION OF WORK

This project is located on 75th Avenue over the Arizona Canal Diversion Channel, approximately $\frac{1}{2}$ mile south of Bell Road on 75th Avenue.

PROPOSED WORK

The work consists of constructing a 4-span prestressed concrete bridge, improvements to approach roadway north and south of the bridge, relocation of a twelve inch water-line and other miscellaneous items of work required for the completion of the project.

SPECIFICATIONS

The work embraced herein and as shown on the plans for the construction of this project shall be done in accordance with the Maricopa Association of Governments' Uniform Standard Specifications for Public Works Construction, dated 1979, and the current revisions thereto, together with Maricopa County Highway Department Supplement to the Uniform Standard Specifications, adopted August 3, 1981, and October 19, 1981, and the Construction Special Provisions contained herein.

CONTRACT TIME

The Contractor shall complete all work on the project within one hundred and eighty (180) calendar days after the Notice to Proceed.

PROGRESS SCHEDULE

The Contractor shall submit his proposed work progress schedule to the Engineer for approval before starting the work.

ITEM COMMENTS

The project shall be constructed in accordance with the herein contained Construction Special Provisions, the Uniform Standard Specifications and the Maricopa County Highway Department Supplement to the Uniform Standard Specifications; however, in case of conflict, these Special Provisions supersede the Uniform Standard Specifications and Maricopa County Supplement.

MATERIAL SOURCES

Fill for the roadway embankment shall be obtained from the floodway channel excavation. Select material, aggregate base and mineral aggregate may be obtained from commercial sources. However, if the Contractor elects to secure material from other sources, he shall pay all royalties or any other charges or expenses incurred in connection with the securing and hauling of the material. The Contractor will be required to furnish the Engineer with a list of his proposed commercial sources prior to use, and shall present satisfactory evidence that the material produced from any commercial source will meet Maricopa County Standard Specifications and these Special Provisions for such material.

SOIL BORING REPORT

A copy of the soil boring report is available for viewing at the office of the Flood Control District of Maricopa County.

WORK STANDARDS

The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor Regulations (29 CFS Part 5). A work schedule in excess of 8 hours per day and/or 40 hours per week must be approved by the Engineer. If approved, the actual costs incurred by the District for engineering and inspection services in excess of the 8 hours per day and/or 40 hours per week will be charged to the contractor and deducted from monies due or to become due to the Contractor.

WATER, LIGHT, POWER, HEAT, TELEPHONE

All water for construction purposes, drinking water, lighting, temporary electric power, heat, toilet facility such as J-Jon, and telephone service shall be arranged for and provided for the requirements of the work by the Contractor at his expense.

SUBSECTION 101.2 - DEFINITIONS AND TERMS: Change the definition of Budget Project to read as follows: A project financed by funds set aside in the annual budget or otherwise approved by the Board of Directors of the Flood Control District of Maricopa County.

Change the definition of Engineer to read as follows: The Chief Engineer and General Manager of the Flood Control District of Maricopa County acting directly or through his authorized representative.

Change the definition of Owner to read as follows: The Flood Control District of Maricopa County, acting through its legally constituted officials, officers or employees.

SECTION 102.2--ADDENDA AND SUBMISSION OF BIDDING SCHEDULE

It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addenda have been issued. This may be accomplished by calling (602) 262-1501. Any addendum issued, if not already bound into the Special Provisions, must be included as a part of the Special Provisions, and any quantities on the Bidding Schedule requiring change shall be adjusted by pen and ink to the new figure.

Bids that do not include appropriate addenda and corresponding changes to the Bidding Schedule shall be invalid.

SECTION 102.5--PREPARATION OF PROPOSAL

The bidder's Arizona State Contractor's License number and Classification need not be shown on the proposal. The possession of such a license is no longer a bidding requirement; however, the Contractor may be required to provide certification of prior satisfactory completion for similar construction.

SECTION 103.6--CONTRACTOR'S INSURANCE

Concurrently with the execution of the contract, the contractor shall furnish a Certificate of Insurance. The types of insurance and the limits of liability shall be as indicated therein, i.e.

\$1,000,000 Bodily Injury Per Person
\$5,000,000 Bodily Injury each Occurrence
\$1,000,000 Property Damage

SECTION 105.2--PLANS AND SHOP DRAWINGS

The number of shop drawings required for review and/or approval shall be as follows:

Initial Submittal: Three (3) copies. One (1) copy will be returned to the Contractor.

Final Submittal: Five (5) copies. Two (2) copies will be returned to the Contractor.

Shop drawings include falsework as per MAG 505.4 and MAG 505.4.1.

The Contractor will be provided with a listing of all required submittals for this project at the preconstruction meeting.

SECTION 105.6 - COOPERATION WITH UTILITIES: An attempt has been made to determine the location of all underground utilities and drainage pipes, culverts and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation may be adjusted. Should the Contractor's operations result in damage to any utility the location of which has been brought to his attention, he shall assume full responsibility for such damage.

The following phone numbers should put the Contractor in contact with the proper personnel:

Flood Control District	262-1501
Mountain Bell Telephone Company	973-7568
Salt River Project	273-8811
Arizona Public Service Company	271-7014
Location Staking (APS,Mtn.Bell,SRP)	263-1100
City of Peoria	979-6121
Maricopa County Highway Department	262-3631

SECTION 105.8--CONSTRUCTION STAKES, LINES AND GRADES

The project control line and bench mark elevation are shown on the drawings and will be established by the Engineer. The Contractor shall establish offset stakes and temporary bench marks for referencing the designated construction lines and grades. The Contractor shall provide all rough grade, fine grade, and structural reference lines and shall be responsible for their conformance with the plans and specifications.

Survey work shall be performed by a qualified and experienced Surveyor under the supervision of a Licensed Land Surveyor approved by the Engineer. The Contractor shall submit a list of qualifications of the Surveyor, including but not limited to, a listing of similar structures recently surveyed. The Party Chief assigned to the project shall also have his qualifications submitted and approved. Failure to comply with these requirements will result in the Engineer arranging for a qualified Surveyor at the Contractor's expense.

The Engineer shall provide the Contractor with theoretical deck pour grades at the preconstruction meeting. The Contractor is responsible for providing the necessary survey services to establish the pour grades. Any revisions to the theoretical grades provided will be at the Contractor's expense. Such expenses are to include any necessary engineering, surveying and construction costs to obtain the design final grade.

No separate payment will be made for the construction surveying and the cost thereof shall be included in the bid price for related items of work.

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.

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.

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.

SECTION 108.9--FAILURE TO COMPLETE ON TIME

The actual cost per calendar day incurred by the District for Consultant Administrative and Inspection Services on this project will be added to the daily charges as indicated by TABLE 108, LIQUIDATED DAMAGES, and will be deducted from monies due or to become due to the Contractor for each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer. Nothing contained in this provision shall prohibit the District from deducting from monies due or to become due to the Contractor for any other costs incurred by the District directly attributable to the delay in completing this contract.

SECTION 206--STRUCTURE EXCAVATION AND BACKFILL

Structural excavation and backfill shall conform to Section 206 of the Uniform Standard Specifications. The limits of structural backfill placement shall be in accordance with ADOT Standard Drawing No. C-13.40.

All backfill against the bridge abutments shall consist of free-draining granular material. Backfill should be placed in horizontal lifts consistent with the maximum material size and type of compaction equipment in use and to a minimum of 95% of the maximum density at the optimum moisture content plus or minus 3% as determined in accordance with ASTM D1557. Large compaction equipment should be maintained at least two (2) feet away from the structure.

No separate payment will be made for structure excavation and backfill and the cost of these items shall be included in the contract price bid for related items.

SECTION 211--FILL CONSTRUCTION

The work under this section consists of constructing embankments for the approach roadway. The material required for the construction of the fill shall be suitable materials obtained from the floodway bridge excavation and shall be free of all debris and vegetation.

Prior to the placement of fill material, all loose soil, vegetation, any roadside debris, concrete pavement, and existing structures within the proposed fill areas shall be completely removed. Depressions and ditches shall be cleaned of all loose or wet soil and widened to accommodate compaction equipment. Sloping surfaces shall be benched to provide a level surface for fill placement. The natural ground shall be scarified to a depth of eight inches (8"), brought to the proper moisture content and compacted to 95% of the maximum density.

The fill shall be compacted in horizontal lifts to subbase level. The depth of the uncompacted lifts shall not exceed eight (8) inches to a uniform density of not less than 95% of the maximum density as determined in accordance with ASTM D2922 and D3017 within a moisture content range of plus or minus 3% of optimum.

No separate payment will be made for fill construction and the cost thereof shall be included in the bid price for ITEM 215--CHANNEL EXCAVATION.

SECTION 215--EARTHWORK FOR OPEN CHANNELS

Earthwork for open channels shall consist of excavation and grading of a channel area under the bridge with drainage ditches to the lines and grades as shown on the plans in accordance with Section 215 of the Uniform Standard Specifications.

Material excavated under this item will be used for roadway embankment. Excess quantity not needed or material that is determined to be unsuitable for use in roadway embankments shall be disposed of within the ACDC Flood Control Channel right-of-way. Material that is disposed of in this manner shall be spread evenly to a maximum depth of not over seven (7) feet, and shall be done in the manner that will not block or divert the natural drainage.

This item shall also include all work necessary for the construction of ditches, any excavation, filling, grading, shaping and miscellaneous grading work between the edge of pavement and the right-of-way or construction easement.

The Contractor may increase the extent of longitudinal channel excavation for his convenience at no additional cost to the District. The final channel width and side slopes shall be as shown on the plans or as approved by the Engineer.

Payment for all work under this section will be made at the Lump Sum bid for ITEM 215--CHANNEL EXCAVATION, which price shall include excavation, grading, fill construction and disposal of excess material excavated from the channel area under the bridge and ditches as indicated on the plans.

SECTION 225--WATERING

The work under this section consists of furnishing and applying all water necessary for compaction of fill and for dust control.

Payment for all work under this section will be made at the Lump Sum bid for ITEM 225--WATERING.

SECTION 301--SUBGRADE PREPARATION

Subgrade preparation shall consist of shaping the roadway subgrades to the grades and cross-sections for the bridge approaches as shown on the plans and in accordance with Section 301 of the Uniform Standard Specifications.

Relative Compaction shall be 95%.

Measurement for subgrade preparation is based on the width of asphalt pavement times the length of asphalt pavement.

Payment for all work under this section shall be at the contract unit price per square yard bid for ITEM 301--SUBGRADE PREPARATION.

SECTION 310--AGGREGATE BASE

Aggregate Base shall conform to the requirements of Section 702 of the Uniform Standard Specifications. Aggregate Base shall be crushed in accordance with Section 702.2.

The Contractor will be required to furnish the Engineer certified weight tickets covering all of the Aggregate Base placed on the project. Final pay quantities will be based upon the scale tickets accepted by the Engineer.

Payment for all work under this section shall be at the contract unit price per ton bid for ITEM 310--AGGREGATE BASE COURSE. All or part of this bid item may be deleted during construction. The Contractor will be paid at the contract unit price for only that portion of the work completed.

SECTION 321--ASPHALT CONCRETE PAVEMENT

Asphalt concrete pavement shall consist of furnishing and placing a plant-mixed asphalt concrete road surfacing material to the compacted thickness shown on the plans and in accordance with Section 321 of the Uniform Standard Specifications.

Bituminous material shall be AR-4000 paving asphalt conforming to Section 710 and 711 of the Uniform Standard Specifications.

The mineral aggregate shall meet the grading requirements within the range of the specified tolerances for Mix Designation B-1 and E-3/8 in accordance with Section 710 of the Uniform Standard Specifications and Maricopa County Highway Department Supplement to the Uniform Standard Specifications.

The work shall fully comply with Section 321 except that no mineral filler or blending sand will be required.

The Contractor shall furnish certified weight tickets covering all plant mixed asphalt concrete placed on the project.

Payment for this item will be made to the contract unit price bid per ton for ITEM 321--ASPHALT CONCRETE. All or part of this bid item may be deleted during construction. The Contractor will be paid at the contract unit price for only that portion of the work completed.

SECTION 350--REMOVAL OF EXISTING IMPROVEMENTS

The work under this section shall consist of removing and disposing of any obstacle to construction whether it is shown on the plans or not, unless it is specifically called out on the plans to be removed or relocated by other agencies, and shall be in accordance with Section 350 of the Uniform Standard Specifications.

The proper disposal of all waste materials removed under this item shall be the responsibility of the Contractor.

If a Maricopa County landfill is selected for disposition of road construction waste and/or debris, a Maricopa County Landfill Use Permit will be required. Application for permit can be made at the Maricopa County Landfill Office, located at 3325 West Durango Street, Phoenix, Arizona 85009 (Telephone 269-2661). Charges will be levied on a volume basis for each load delivered to the landfill in accordance with the current fee schedule.

Payment for this item will be made at the contract lump sum price bid for ITEM 350--REMOVAL OF EXISTING IMPROVEMENTS.

SECTION 401--TRAFFIC CONTROL

Traffic control shall conform to the applicable paragraphs of Section 401 of the Uniform Standard Specifications.

75th Avenue shall be closed to through traffic during construction and detour signs shall be placed as directed by the Engineer to route traffic to surrounding streets.

The Contractor shall install and maintain deceleration sand berms (approximately five [5] feet high) in the path of through traffic prior to bridge construction activity. Sand berms shall not be removed without the concurrence of the Engineer.

Road closed signs along with barricades shall be placed in front of sand berms. Construction zone warning signs (48 inches in size) shall be placed north and south of the bridge during construction activity.

The number and types of barricades, signs, delineators, barriers and all other traffic control devices shall be subject to approval. However, approval of traffic control devices and the approval of the Contractor's method of application of all traffic control measures shall not relieve the Contractor of the responsibility of protecting the work, the workmen and the traveling public.

The Contractor shall not place any temporary striping. Final striping will be by others.

Payment will be made at the lump sum price bid for ITEM 401--TRAFFIC CONTROL.

SECTION 402--STREET LIGHTING MATERIALS

This work shall consist of furnishing and installing street lighting materials as shown on the plans.

SECTION 402-1--ELECTRICAL CONDUIT

The work under this section shall consist of furnishing and installing street lighting and underground PVC utility line conduit, including excavation, backfill, and compaction necessary to complete the work at the locations shown on the plans or as directed by the Engineer.

The conduit shall have a minimum cover of 24". All PVC conduit and fittings shall be of the size indicated on the project plans and be Schedule 40, Type 2 and shall be manufactured from high-impact PVC material. Rigid PVC conduit shall be cut square and be trimmed after cutting to remove all rough edges. All connectors shall be of the solvent weld type or approved equal. Each run of the conduit which terminates within a pull box shall be capped (not glued) with PVC caps.

Each run of the conduit shall be installed containing a continuous run of one No. 8 AWG bare copper wire to be used as a pull wire. The wire shall be at least two (2) feet longer than the run of conduit. Each run of the wire shall be spring coiled and inserted into the conduit so as to be recoverable at a later date. Nylon rope $\frac{1}{4}$ " in size shall be acceptable in lieu of the No. 8 AWG copper pull wire and the extra length fastened to the inside of the cap.

The cost of this item is incidental to ITEM 402--STREET LIGHTING MATERIALS.

SECTION 402-2--PULL BOXES

The work under this item shall consist of furnishing and installing pull boxes, including all excavation, backfill, compaction and landscaping necessary to complete the work at the location shown on the plans or as directed by the Engineer.

Pull boxes shall be as specified on the plans and shall comply with the applicable ADOT Standard as shown on plans.

Payment for this item will be made at the contract Lump Sum price bid for ITEM 402--STREET LIGHTING MATERIALS.

SECTION 405--SURVEY MONUMENT

The work under this section shall consist of installing a brass cap at the $\frac{1}{4}$ corner within the bridge limits as shown on the plans.

Payment for this item will be at the contract lump sum price for ITEM 405--SURVEY MONUMENT.

SECTION 501--DRILLED SHAFTS

All holes for concrete piles cast in drilled holes shall be drilled dry to the minimum elevation shown on plans. Suitable casings shall be furnished and placed when required to prevent caving of the hole before concrete is placed therein.

All loose material existing at the bottom of the hole after drilling operations have been completed shall be removed before placing concrete in the hole. Material resulting from drilling holes shall be used in the adjacent roadway or disposed of as directed.

Before any personnel enter the caisson drill holes for cleaning or inspection purposes, the Contractor shall install a suitable casing or shield for protection against caving.

The use of water for drilling operations or for any other purpose where it may enter the hole will not be permitted. Surface water shall not be permitted to enter the hole, and all water that may have infiltrated the hole shall be removed from the hole before concrete is placed therein. The bottom of the casing shall be maintained not less than one (1) foot below the top of the concrete during the withdrawal and placing operations, unless otherwise permitted by the Engineer.

Payment for these items will be at the unit price bid per linear foot for ITEM 501-1--5 FOOT DIAMETER SHAFTS and ITEM 501-2--7 FOOT DIAMETER SHAFTS.

SECTION 505--CONCRETE STRUCTURES

The work under this section shall consist of furnishing all labor, materials and equipment for the construction of the cast in place concrete portions of the bridge structure, including the approach slabs, in accordance with the plans and Section 505 of the Uniform Standard Specifications. Concrete and reinforcing steel shall conform to the requirements of Section 725 and 727, respectively, of the Uniform Standard Specifications.

All curing compounds shall contain white pigment.

Structural steel items imbedded in the concrete are incidental to Class A concrete and Class AA Concrete.

Steel reinforcing partly incorporated in prior pours shall be sand blasted clean prior to casting curbs, barriers or abutment backwalls.

Concrete test cylinders will be taken for standard 7 day and 28 day strength tests at no expense to the Contractor. The Contractor shall be responsible for the costs of making, curing and breaking any cylinders he may request for early breaks or any tests other than the 7 or 28 day tests.

The reinforcing cages for cast in place piles shall be placed and secured symmetrically about the longitudinal axis of the pile and shall be securely blocked to clear the sides of the hole. The concrete shall be vibrated to insure that the concrete in the hole is dense and homogenous.

The quantities used for payment for concrete in the drilled shafts will be based on the following:

- 1.425 c.y. per foot depth of the 7 foot diameter shafts.
- 0.727 c.y. per foot depth of the 5 foot diameter shafts.

Payment for all work under this section will be made at the unit price bid per cubic yard for ITEM 505-1--CLASS AA CONCRETE, ITEM 505-2--CLASS A CONCRETE, and the contract unit price bid per pound for ITEM 505-3--REINFORCING STEEL. Payment for concrete and reinforcing steel for cast in place piles shall be included in the price bid for ITEMS 505-1 & 505-3.

SECTION 505.9--CONCRETE FINISH ON TRAFFIC BARRIERS
All exposed surfaces shall have a Class III Finish.

SECTION 506--PRECAST PRESTRESSED CONCRETE GIRDERS

This item includes the prestressed girders shown in the plans or any approved alternate. Elastomeric bearing pads and all steel imbeds are incidental to this item. The use of elastomeric pad containing steel shims may be substituted for the fiberglass reinforced imbed bearing pads provided the Contractor submits a design for approval, however, the Contractor shall be responsible for engineering costs for services necessary to calculate new girder pedestal elevations and adjust all affected pay quantity items.

SECTION 525-1--CONCRETE LINED DITCH

The work under this item shall consist of shaping the new irrigation ditch as indicated on the plans, and furnishing and placing all materials for lining the ditch.

Lining shall conform to the requirements of Section 525 of the Uniform Standard Specifications. Measurement will be by the Linear Foot of actual ditch completed.

Payment will be made at the unit price bid per linear foot for ITEM 525-1--CONCRETE LINED DITCH.

SECTION 610--12" WATER LINE

The work under this section consists of the construction of the new 12" water line inside the superstructure of the new structure and in the approach roadways as shown on the plans and in accordance with Section 610 of the Uniform Standard Specifications. The 12" water line shall be tested in an isolated condition prior to connecting to the existing system. Disinfecting shall be in accordance with Section 611 of the Uniform Standard Specifications.

The water line shall be 12" mechanical joint ductile iron pipe, class CLS2MJ and 12" PVC Class C150 as shown on the plans.

Tie ins and disinfecting shall be coordinated with the City of Peoria.

The existing water line will be shut off during construction. Shutting off the line shall be coordinated with Peoria.

Measurement shall be in accordance with Section 610.18 of the Uniform Standard Specifications.

Payment will be made at the unit price bid for ITEM 610-1--12" DUCTILE IRON PIPE, ITEM 610-2--12" PVC PIPE, ITEM 610-3--12" VALVES AND FITTINGS. The cost of concrete thrust blocks and all fittings shall be included in the respective bid items.

GENERAL COMMENTS

The cost of all work required under this contract as shown on the plans for which there are no specific items shown on the Bidding Schedule shall be included in the prices bid for related items.

An attempt has been made to determine the location of all underground utilities; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation may be adjusted.

Any facility or work that may be performed for the accommodation of any utility shall be paid for by the utility owner, with the exception of the 12" water line covered by Items 610-1, 610-2 and 610-3. The Contractor shall make all arrangements that may be necessary for the construction and any financial agreement shall be solely between the Contractor and the utility owner.

It shall be the Contractor's responsibility to protect the structure and construction site from damage that may occur during the construction period and until final acceptance of the completed bridge by the Flood Control District.

Drainage from the existing Arizona Canal tailwater ditch shall be maintained at all times during construction. A flow of 1200 cfs may be encountered. The Contractor may propose a bypass channel to protect construction work in progress. The bypass will result in no additional costs to the District, and must be approved by the Engineer prior to construction. Various bypass configurations that best fit the Contractor's scheduling shall be considered as long as sufficient capacity is provided to pass the possible 1200 cfs thru the construction area without damage to the work.

Upon completion of the construction, the Contractor shall clear the work area of all debris to the satisfaction of the Engineer.

No vehicular loads will be permitted on the bridge before the lapse of twenty-one (21) days from the date of the last pour of concrete for the bridge deck, unless approval is obtained in writing from the Engineer. The Contractor shall take special precautions to keep the area around the bridge properly barricaded to prevent automotive traffic from crossing the new bridge structure prior to the acceptance of the completed project by the Flood Control District Engineer. The installation of any necessary conduits, brackets, or piping or any other facility or work not shown on the plans which may be performed for the accommodation of any utility, shall be paid for by the utility owner. The Contractor shall make all arrangements that may be necessary for the construction and any financial agreement shall be solely between the Contractor and the utility owner.

The Corps of Engineers is scheduling construction to begin on the Arizona Canal Diversion Channel September 1, 1985. The Contractor must have all work in the channel completed by this time.

The existing bridge south of the construction site can be used only at Contractor's risk. This bridge may not sustain legal highway loads. Contractor is responsible for any damages caused by his forces.

GUARANTEE

The Contractor shall guarantee the structures for one year against faulty workmanship, and failure to meet the specifications requirement. Said guarantee by the Contractor shall not apply to damage caused by earthquakes or other acts of God, land subsidence or faulty operations or any abuse of the structures by others.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 19 __, by and between _____

of the City of _____, County of _____, State of _____, party of the first part, hereinafter designated the CONTRACTOR, and the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its BOARD OF DIRECTORS, a political subdivision of the State of Arizona, a body politic with corporate power, party of the second part, hereinafter designated OWNER.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns to as follows:

ARTICLE I-SCOPE OF WORK: The contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of Project No. _____

and to completely and totally construct the same and install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II-CONTRACT DOCUMENTS: The Invitation for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the BOARD OF DIRECTORS, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III-TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the proposal pamphlet.

ARTICLE IV-PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the owner, through its Engineer and to his satisfaction, the Owner agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payment within forty (40) days after final inspection and acceptance of the work.

IN WITNESS WHEREOF: Four (4) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF SECOND PART

By: _____
Chairman, Board of Directors

Date: _____

RECOMMENDED BY:

ATTEST:

Chief Engineer and General Manager
Flood Control District
of Maricopa County

Clerk of the Board

Date: _____

LEGAL REVIEW

Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Flood Control District of Maricopa County.

By: _____

Date: _____

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the Principal), as Principal, and

_____ a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____,
(hereinafter called the Surety), as Surety, are held and firmly bound unto the Flood
Control District of Maricopa County, State of Arizona (hereinafter called the Oblige) in the amount of _____
dollars (_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____, 19____, for _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of said Title, Chapter, and Article, to the extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

Witness our hands this _____ day of _____, 19____.

PRINCIPAL SEAL

AGENCY OF RECORD

BY: _____

AGENCY ADDRESS

SURETY SEAL

BY: _____

POWER OF ATTORNEY SEAL

BY: _____

CONTRACT NO. FCD 85-3
PAYMENT BOND

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the Principal), as Principal, and

_____ a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the
Flood Control District of Maricopa County, in the County of Maricopa, State of
Arizona, in the amount of _____

dollars (\$ _____), for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
Flood Control District of Maricopa County, dated the _____ day of _____
_____, 19____, for _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same
extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform and fulfill all the undertakings, covenants,
terms, conditions and agreements of said contract during the original term of
said contract and any extension thereof, with or without notice to the Surety,
and during the life of any guaranty required under the contract, and shall also
perform and fulfill all the undertakings, covenants, terms, conditions, and
agreements of any and all duly authorized modifications of said contract that
may hereafter be made, notice of which modifications to the Surety being hereby
waived; then the above obligation shall be void, otherwise to remain in full
force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of
Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all
liabilities on this bond shall be determined in accordance with the provisions
of said Title, Chapter, and Article, to the extent as if it were copied at length
herein.

The prevailing party in a suit on this bond shall be entitled to such
reasonable attorney's fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 19____.

AGENCY OF RECORD

PRINCIPAL SEAL

By: _____

AGENCY ADDRESS

SURETY SEAL

BY: _____

CONTRACT NO. FCD 85-3
PERFORMANCE BOND

POWER OF ATTORNEY SEAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 85-3

PROJECT TITLE _____

NAME AND ADDRESS OF INSURANCE AGENCY	INSURANCE COMPANIES AFFORDING COVERAGES
	Company Letter A
	Company Letter B
	Company Letter C
	Company Letter D
	Company Letter E
	Company Letter F
NAME AND ADDRESS OF INSURED	Company Letter G

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE AND ARE IN FORCE AT THIS TIME.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000	
				MINIMUM	each occurrence
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY			BODILY INJURY per person \$1,000 each occurrence \$5,000 PROPERTY DAMAGE \$1,000 OR BODILY INJURY AND PROPERTY DAMAGE Combined \$5,000	
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input type="checkbox"/> EXCESS LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$100
	<input type="checkbox"/> OTHER				

The Flood Control District of Maricopa County is added as an additional insured as respects work done for the District by the named insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available. It is further agreed that no policy shall expire, be cancelled or materially changed to effect the coverage available to the District without fifteen days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 3335 West Durango Street
 Phoenix, Arizona 85009

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE _____

It is further agreed that:

The Contractor hereby agrees to indemnify and save harmless the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this agreement. The Flood Control District of Maricopa County shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the sole negligence of the Flood Control District of Maricopa County. The above cost of damages incurred by the Flood Control District of Maricopa County or any of its departments, agencies, officers or employees shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

Date _____

Contractor