

T'Bird Rd.

ACDC

\$20.00 Plans & Specs.

Estimate Range \$1,500,000 to
\$1,750,000

A118.540

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Flood Control District of MC Library
Please Return to
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Phoenix, AZ 85009

SPECIAL PROVISIONS
FOR
THUNDERBIRD ROAD BRIDGE
OVER
ARIZONA CANAL DIVERSION CHANNEL
CONTRACT NO. FCD 83-19



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 83-19

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: Thunderbird Road Bridge over Arizona Canal Diversion Channel,
Sheets 1 through 24 of 24.

INVITATION FOR BIDS
(Construction Contract)

Project: Thunderbird Road Bridge
over Arizona Canal
Diversion Channel

Ref. Invitation FCD 83-19
Date: April 27, 1983
Issued by: Flood Control District
Maricopa County

Location: Thunderbird Road, west of
59th Avenue, Glendale,
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, June 16, 1983 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 four-span concrete bridge, detour, approaches and related items.

THE WORK SHALL COMMENCE WITHIN seven (7) CALENDAR DAYS AND BE COMPLETED
~~WITHIN~~ one hundred (100) CALENDAR DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED.
eighty

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 office on
June 1, 1983 at 10:00 A.M. It is in the best interest of prospective
bidders to attend.

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 83-19
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 83-19
SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work

Thunderbird Road, west of 59th Avenue, Glendale, 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 \$20.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded. Plans may be purchased separately for a fee of \$12.00, not refundable.

APPROXIMATE QUANTITY - Major Items Only)

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1460	C.Y.	Class AA Concrete
1855	C.Y.	Class A Concrete
538,000	Lbs.	Reinforcing Steel
36	Ea.	Type VI AASHTO Girders
1070.25	L.F.	Steel Handrail
709	L.F.	20" Steel Water Line
691	L.F.	15" VCP Sewer Line
550	L.F.	31" x 50" C.M.P. Arch

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 PENNINGTON, CLERK
BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: Thunderbird Road Bridge
over Arizona Canal Diversion
Channel

Invitation FCD 83-19
Date: April 27, 1983

Location: Thunderbird Road, west of
59th Avenue, Glendale, 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: Thunderbird Road Bridge over
Arizona Canal Diversion Channel

Contract: FCD 83-19

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
211	3000	C.Y.	Roadway Embankment			
310-1	525	Ton	Select Material			
310-2	1135	Ton	Aggregate Base Course			
321-1	550	Ton	C-3/4, Asphalt Concrete			
321-2	115	Ton	E-3/8, Asphalt Concrete			
340	1	L.S.	Concrete Work			
350	1	L.S.	Removal of Existing Improvements			
401	1	L.S.	Traffic Control			
415	63	L.F.	Flexible Metal Guard Rail ADOT C10.01			
505-1	1460	C.Y.	Class AA Concrete			

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

BIDDING SCHEDULE

Project: Thunderbird Road Bridge over
Arizona Canal Diversion Channel

Contract: FCD 83-19

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
505-2	1855	C.Y.	Class A Concrete			
505-3	538,000	lb.	Reinforcing Steel			
506	36	Ea.	Type VI AASHTO Girders			
520	1070.25	L.F.	Aluminum Handrail			
610-1	54	L.F.	12" A.C.P. Waterline			
610-2	709	L.F.	20" Steel Waterline			
615	691	L.F.	15" V.C.P. Sewer line			
618	44	L.F.	36" R.C.P. Class 4			
621	550	L.F.	31" x 50" C.M.P. Arch.			
625	4	Ea.	14 Ga. Sanitary Sewer Manhole			

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.

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: _____

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 Obligee)
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
Obligee, 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 83-19
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

CONTRACT NO. FCD 83-19
PERFORMANCE BOND

BY: _____

POWER OF ATTORNEY

SEAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 83-19

PROJECT TITLE Thunderbird Road Bridge

NAME AND ADDRESS OF INSURANCE AGENCY	INSURANCE COMPANIES AFFORDING COVERAGES
	Company Letter A
	Company Letter B
	Company Letter C
NAME AND ADDRESS OF INSURED	Company Letter D
	Company Letter E
	Company Letter F
	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 each accident	\$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 _____

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

FCD CONTRACT NO. 83-19
for
THUNDERBIRD ROAD BRIDGE
over
ARIZONA CANAL DIVERSION CHANNEL

LOCATION OF THE WORK: This project is located in Glendale, Arizona, on Thunderbird Road at the Arizona Canal Diversion Channel, approximately 900 feet west of 59th Avenue.

PROPOSED WORK: The work includes the construction of a temporary detour, a concrete bridge, approach roadways, underground utility modification and other miscellaneous items of work required for the completion of the project.

STANDARD SPECIFICATIONS AND DETAILS: Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision, and the Maricopa County Highway Department Supplements, latest revision, to the MAG Uniform Standard Specifications and Details.

PRECEDENCE OF CONTRACT DOCUMENT: The Maricopa County Highway Department Supplements to MAG Specifications will govern over the MAG Standard Specifications and Details. In case of a discrepancy or conflict, Project Plans will govern over both the Maricopa County Highway Department Supplements and MAG Standard Specifications and Details. These Construction Special Provisions will govern over the Maricopa County Highway Department Supplements and MAG Standard Specifications and Details and the Project Plans.

DEFINITIONS: Definitions shall be as stated in Section 101.2 of the Uniform Standard Specifications with the following additions:

Owner: The Flood Control District of Maricopa County (or Maricopa County where so used in these Construction Special Provisions).

Engineer: The Flood Control District of Maricopa County or its authorized representative.

CONTRACT TIME : The Contractor shall complete all work on the project within 180 calendar days after the date of Notice to Proceed.

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

MATERIAL SOURCES: Select Material, Aggregate Base and Mineral Aggregate shall be obtained from commercial sources. The Contractor 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 certificates stating that the material produced from commercial sources is in accordance with the Uniform Standard Specifications and these Special Provisions.

SECTION 105.2 - PLANS AND SHOP DRAWINGS: The following shall be added to Section 105.2 of the Uniform Standard Specifications.

Prior to fabrication of materials and/or equipment, the Contractor shall submit to the Engineer, for approval, necessary detailed shop and working drawings, design computations and other pertinent data, as follows:

Three copies of each drawing and of all necessary data shall be submitted, of which one copy will be returned to the Contractor marked Approved, Approved Except as Noted, Revise and Resubmit, or Rejected. After corrections have been made, six copies of the corrected drawings and data shall be submitted, of which two copies will be returned to the Contractor. If the original submittal is marked Reviewed or Reviewed as Noted, the Contractor shall submit four more copies. All submittals shall be to the Engineer.

SECTION 105.6 - COOPERATION WITH UTILITIES: When 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, as indicated, should put the Contractor in contact with the proper personnel:

Flood Control District.....	262-1501
Mountain Bell Telephone Company.....	263-3219
Salt River Project.....	273-2202
Arizona Public Service.....	271-7014
Location Staking (A.P.S., Mtn. Bell, S.R.P.) Blue Stakes.....	263-1100
City of Glendale, Public Works Dept. (Ken Spiker).....	931-5561

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.

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

SECTION 108.9 FAILURE TO COMPLETE ON TIME: The amount of \$350.00 per calendar day, or the actual cost per calendar day incurred by the District for Engineering and Inspection Services on this project, whichever is less, 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.

SECTION 201 - CLEARING & GRUBBING: The work under this item consists of removal and disposal of all trees, stumps, asphaltic pavement, and structures within the limits of the roadways, canal and borrow area designated on the plans.

The Contractor shall note that trees on private property shall not be removed without prior approval of the Owner and the Contractor will be required to work around trees and protect them from damage during the course of his work. Trees designated for removal by Others will be removed prior to commencement of work.

No separate payment will be made for clearing and grubbing and the costs thereof shall be included in the price bid for related items of work.

SECTION 205 - ROADWAY EXCAVATION: The work under this item consists of the excavation involved in the roadways and the Arizona Canal Diversion Channel as indicated on the plans and shall be in accordance with Section 205 of the Uniform Standard Specifications.

The cost of excavation shall be incidental to and included in the price bid for the construction of the work to which excavation is incidental or appurtenant.

SECTION 206 - STRUCTURE EXCAVATION AND BACKFILL: Structure excavation consists of the removal of material for the construction of the bridge foundations as indicated on the plans and shall be in accordance with Section 206 of the Uniform Standard Specifications.

Structure backfill consists of the furnishing, placing and compacting special backfill material behind the bridge abutments as indicated on the plans and shall be in accordance with Section 206 of the Uniform Standard Specifications.

Special backfill material shall be Type A Select Material in accordance with Table 702 of the Uniform Standard Specifications.

No separate payment will be made for structure excavation or backfill as such, and the cost thereof will be included in the price bid for the items to which they are appurtenant.

No separate payment will be made for Type "A", select material used as designated on the plans for Special Backfill Material.

SECTION 210 - BORROW EXCAVATION: Borrow shall consist of material excavated from beneath the bridge for use in the construction of the roadway embankment fills. Borrow material shall be excavated to the lines and grades and within the limits indicated on the drawings.

The cost of borrow excavation shall be incidental to and included in the

price bid for the construction of the work to which borrow excavation is incidental or appurtenant.

SECTION 211 - ROADWAY EMBANKMENT: The work under this item consists of the construction of earth fills for roadways as indicated on the drawings, and shall be in accordance with Section 211 of the Uniform Standard Specifications.

The cost of all related work, such as, clearing and grubbing, excavation, borrow excavation, hauling, watering, and subgrade-preparation, shall be incidental to and included in the price bid for roadway embankment in addition to the work specified in Section 211 of the Uniform Standard Specifications.

Roadway embankment will be paid for at the price bid per cubic yard, in place, within the limits of dimensions shown in the drawings.

SECTION 225 - WATERING: The work under this item shall be in accordance with Section 225 of the Uniform Standard Specifications and Highway Department Supplement.

SECTION 301 - SUBGRADE PREPARATION: Subgrade preparation shall also include the preparation of subgrades to the required lines and grades for the bridge approach slabs, in addition to the work specified in Section 301 of the Uniform Standard Specifications.

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

SECTION 310 - UNTREATED BASE: Select Material and Aggregate Base shall conform to the requirements of Section 702 of the Uniform Standard Specifications. Select Material and 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 Select Material and Aggregate Base placed on the project. Payment for Untreated Base-Select and Aggregate Base will be made on the basis of the price bid per ton.

SECTION 315 - BITUMINOUS PRIME COAT

The bituminous prime coat shall be applied to the prepared base of the bridge approach roadways in accordance with Section 315 and as indicated on the drawings.

The bituminous material shall be applied at an approximate material rate of 0.2 to 0.4 gallons per square yard to be adjusted at the time of application by the Engineer.

This item of work shall also include furnishing, applying and removal of blotter material to remove excess bituminous material.

No separate payment will be made for bituminous prime coat or related materials and the cost thereof shall be considered incidental to the

cost of Asphalt Concrete Payment.

SECTION 321 - ASPHALT CONCRETE PAVEMENT: The bituminous material to be used shall be AR-4000 Paving Asphalt and shall comply with Sections 710 and 711 of the Uniform Standard Specifications.

Pavement of the detour roadway shall consist of C-3/4 2 inches in thickness as indicated on the plans.

The mineral aggregate shall meet the grading requirements within the range of the specified tolerances for Mix-Designations C-3/4 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 be in compliance with Section 321 except that no mineral filler or blending sand will be required.

In addition to pugmill type mixing plants, Drum Dryer Mixers will be allowed in accordance with Section 710.8 of the Uniform Standard Specifications. The moisture content of the bituminous mixture immediately behind the paver shall not exceed three percent.

The proper proportioning of the material at the cold feed shall be determined by the Contractor and approved by the Engineer prior to the production of asphalt concrete. Production shall not commence until calibration tests indicate that an acceptable product can be obtained.

The correct proportions of each aggregate size introduced into the mixer shall be drawn from the storage bins by an approved type of continuous feeder. The feeder shall supply the correct amount of aggregate in proportion to the bituminous material and shall be so arranged that the proportion of each aggregate size can be separately adjusted. The continuous feeder for the aggregate may be mechanically or electrically activated.

The plant shall be equipped with a sampling device to take representative composite samples of the cold feed. If tests indicate non-compliance with specifications, operation shall cease until proper corrections have been made.

The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested in accordance with the requirements of AASHTO T 195, is at least 95 percent.

Payment for Asphalt Concrete Pavement will be at the bid price per ton in place and shall include bituminous prime coat and preservative seal as specified and approved by the Engineer.

SECTION 336 - PAVEMENT MATCHING AND SURFACE REPLACEMENT: Existing pavements which are to be matched by the temporary detour pavement and/or new roadway pavement shall be trimmed to a neat, straight and vertical edge. The trimmed edges shall be painted with a light coat of

emulsified asphalt immediately prior to constructing the new abutting pavement. Costs for this work shall be incidental to the pavement construction.

SECTION 340 - CONCRETE WORK: Included under this section are the concrete alley entrances, concrete barrier transitions (off the bridge), and concrete sidewalk (off the bridge).

Work shall be constructed in accordance with the drawings and Section 340 of the Uniform Standard Specifications. Payment for concrete work shall be at the lump sum bid price in the proposal.

SECTION 350 - REMOVAL OF EXISTING IMPROVEMENTS: The work under this item shall consist of the removal and disposal of any obstacle to construction, whether shown on the plans or not, unless specifically called out on the plans to be removed or relocated by other agencies.

Disposal of all waste material shall be the responsibility of the Contractor.

Payment for removal of existing improvements shall be made at the lump sum bid price in the proposal.

SECTION 401 - TRAFFIC CONTROL: Traffic control shall conform to the applicable paragraphs of Section 401 of the Uniform Standard Specifications, the City of Phoenix Barricade Manual and as specified herein.

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 workman and the traveling public.

The Contractor shall provide and maintain safe and adequate access, including pavement surfacing of the detour for two-way traffic, at all times. Detour to bypass the construction zone shall be as shown on the plans. Construction and detour advance warning signs shall be 48 inches in size and shall be installed 1500, 1000 and 500 feet prior to the construction zone at each end. A five (5) foot high deceleration berm of loose sandy material with nothing over three inches in size shall be placed completely over the paved portion of the road on each approach to the bridge. Internal construction barricading and signing shall be required to provide access and guide traffic through the zone with a speed posted at 25 miles per hour.

All necessary signs and barricades shall remain three working days beyond acceptance of the project by the Owner.

Payment for providing and maintaining traffic control will be at the lump sum bid price in the proposal. Such price shall include all traffic control devices and traffic control measures, such as warning and control signs, barricades, lighting devices, paint striping,

delineators, flagmen and other appurtenant items related to traffic control and safety. Included in the price shall be the maintenance of the detour pavement surface for the full length of the project, including prompt repair of all bumps and holes, and pavement striping of the detour and the finished roadway.

SECTION 505 - CONCRETE STRUCTURES: The work under this item shall consist of furnishing all labor, material and equipment necessary to construct, complete in place, the concrete bridge structure. The work under this item shall conform to the applicable requirements of Section 505 of the Uniform Standard Specifications. Deck and diaphragm concrete shall conform to Section 725, Class "AA" except that the minimum compressive strength at 28 days shall be 4500 psi. All other concrete including substructure, approach slabs, wingwalls, curbs, barriers, dados and sidewalks on or off the bridge shall conform to Section 725, Class "A", and reinforcing steel shall conform to Section 727, ASTM A-615, Grade 40, of the Standard Specifications, except that Contractor, at his option, may substitute ASTM A-615, Grade 60, for reinforcing steel, but without extra compensation.

Precast deck units may be substituted for cast-in-place concrete deck. Concrete for deck units shall have a minimum compressive strength of 4500 psi at 28 days. Transfer strength shall be 3000 psi minimum. Prestressing steel shall be uncoated seven-wire stress-relieved steel strand conforming to ASTM A-416, grade 270, 3/8" diameter.

No separate or alternate payment will be made for precast deck units and the costs thereof shall be in the price bid for ITEM 505-1 Class AA Concrete. *✓ The bid quantities for concrete and reinforcing steel*
Polyvinylchloride Pipe for Utility Duct shall be class 150.

No separate payment will be made for PVC pipe, and the costs thereof shall be included in the price bid for items to which they are appurtenant.

Payment for concrete will be made at the bid price per cubic yard for ITEM 505-1 Class AA Concrete; ITEM 505-2 Class A Concrete; and at the unit price bid per pound for ITEM 505-3 Reinforcing Steel.

SECTION 506 - PRECAST PRESTRESSED CONCRETE GIRDERS

The work under this item shall consist of furnishing all labor, material and equipment necessary to construct, complete in place, the AASHTO type VI bridge girders. The work under this section shall conform to the applicable requirements of Section 506 of the Uniform Standard Specifications.

Concrete for bridge girders shall have a minimum compressive strength of 5500 psi at 28 days. Transfer strength shall be 4400 psi minimum for pretensioned members, or 5000 psi minimum for posttensioned members.

Prestressing steel shall be uncoated seven-wire stress-relieved steel strand conforming to ASTM A-416, grade 270, 1/2" diameter.

Elastomeric Bearing Pads shall be made of durometer 60 neoprene or

natural rubber. Pads shall conform to the dimensions and thicknesses shown on the drawings. No separate payment will be made for bearing pads, and the costs thereof shall be included in the price bid for items to which they are appurtenant.

Payment for bridge girders will be made at the price bid per unit for ITEM 506, Precast Prestressed Concrete Girders.

SECTION 515 - STEEL STRUCTURES: The work under this item consists of furnishing and installing all miscellaneous metal fabrications incorporated into the project and not specified elsewhere. Work shall conform to the applicable paragraphs of Section 515 of the Standard Specifications.

No separate payment will be made for these items, and the cost thereof shall be included in the price bid for items to which they are appurtenant.

SECTION 520 - ALUMINUM HANDRAIL: The work under this item consists of furnishing and installing aluminum handrail and related embeds. Work shall conform to the applicable paragraphs of Section 520 - Steel and Aluminum Handrails of the Uniform Standard Specifications.

Payment for handrailing will be made at the bid price per linear foot for ITEM 520 Aluminum Handrail.

SECTION 530 - PAINTING: The work under this item consists of painting of the exposed 20" waterline and appurtenances in accordance with Section 530 of the Uniform Standard Specifications.

All metal surfaces shall be shop coated with zinc chromate primer. All damaged or defectively painted or rusty areas or field welds and connections shall have a touch-up coat of zinc chromate applied.

All areas between welds on pipe collars shall be sealed with a silicone sealant as indicated in Detail A on Sheet C-5 of the plans prior to the application of the second and final coats of paint.

SECTION 601 - TRENCH EXCAVATION, BACKFILL & COMPACTION: The work under this item consists, of performing all operations in connection with the excavation and backfilling for underground utilities and appurtenant structures as indicated on the drawings and in accordance with the applicable provisions of Section 601 of the Uniform Standard Specifications.

No separate payment will be made for trench excavation, backfill and compaction and the cost thereof shall be included in the price bid for related items of work.

SECTION 610 - WATER LINE CONSTRUCTION: The work consists of removal, salvage and construction of waterlines as shown on the drawings in accordance with Section 610 of the Uniform Standard Specifications as

modified herein.

All pipe shown for water lines shall be classes and sizes as shown on the plans and specified in Section 610.3 of the Uniform Standard Specifications.

The 20-inch welded steel waterline shall meet AWWA-C200 or Schedule 30, and be protected against corrosion, when buried underground, in accordance with Section 610.5 of the Uniform Standard Specifications. Pipe joints shall be connected with Style 38, Code 0136, Dresser Coupling, or approved equal, where indicated on the drawings.

Connections to the existing potable watermain shall be in accordance with Section 610.9 of the Uniform Standard Specifications. The Contractor shall coordinate this work with the City of Glendale Public Works Department. The Contractor shall furnish all materials and equipment and perform all other work related to the connections. The Contractor shall drain the pipeline and dispose of the water in a manner which is not detrimental to adjacent properties or public health.

Payment for water line construction will be made at the price bid per linear foot of each type and size of pipe called for in the bid proposal. Such payment shall be full compensation for furnishing and installing the pipe and fittings, air release valve, gate valves, valve boxes and covers, special adapters, concrete thrust blocks, etc., complete in place, as called for on the drawings and/or Uniform Standard Details, and shall include all costs of excavation, removal of obstructions, shoring and bracing, bedding, backfilling, compaction, testing, disinfecting, connection to existing lines, painting, and all related work not specifically covered in other pay items.

SECTION 615 - SANITARY SEWER LINE CONSTRUCTION: The work shall consist of modifications to existing manholes and the construction of a 691 L.F. of 15" sewer line. The work shall be as indicated on the drawings and in conformance with Section 615 of the Uniform Standard Specifications and applicable Uniform Standard Details.

Payment for the work shall be made at the bid price in the proposal and shall be compensation in full for excavation, modification to existing manholes, all required material, installation of pipe and manholes, backfill, compaction, testing and related items of work.

SECTION 618 - STORM DRAIN CONSTRUCTION WITH CONCRETE PIPE:

The work under this item consists of furnishing and installing reinforced concrete pipe, and grading a new drainage ditch as shown on the drawings. Work shall conform to the applicable paragraphs of Section 618 of the Uniform Standard Specifications.

Payment for storm drain construction will be made at the bid price per linear foot for Item 618-36" R.C.P. Payment shall be full compensation for furnishing and installing the pipe, and shall include all costs of excavation, removal of obstructions, bedding, backfilling, grading of a new drainage ditch and all related work not specifically covered in

other pay items.

SECTION 621 - CORRUGATED METAL PIPE ARCHES

The work under this item consists of furnishing and installing corrugated metal pipe arch storm drain and grading the existing drainage ditch as noted on the drawings. Work shall conform to the applicable paragraphs of Section 621 of the Uniform Standard Specifications.

Payment for corrugated metal pipe arch will be made at the bid price per linear foot for ITEM 621 - 31" x 50" C.M.P.A. Payment shall be full compensation for furnishing and installing the pipe and fittings and shall include all costs of excavation, removal of obstructions, bedding, backfilling, grading of the drainage ditch and all related work not specifically covered in other pay items.

SECTION 625 - SANITARY SEWER MANHOLE: The work under this item consists of construction of sewer manholes complete in place, including foundation, walls, cast iron steps, manhole frames and covers and any incidentals thereto, at locations and finish grade elevations indicated on the drawings and in conformance with Section 625 of the Uniform Standard Specifications and Uniform Standard Details.

Payment for the work shall be made at the bid price in the proposal and shall be compensation in full for excavation, all required material, installation of manholes, inverts, backfill, compaction, testing and related items of work.

SECTION 729 - EXPANSION JOINT FILLER: The work under this item shall consist of the furnishing and installation of preformed joint fillers at the locations and of the sizes indicated on the plans. Joint filler shall be of the bituminous type conforming to the requirements of AASHTO M213 (ASTM D 1751).

No separate payment will be made for this item, and the cost thereof shall be included in the price bid for items to which they are appurtenant.

SECTION 790 - PAINT: The paint to be used shall comply with Section 790 and be applied in conformance with Section 530 of the Uniform Standard Specifications.

The prime and touch-up coats shall be zinc chromate.

The second and finish coats shall be Paint No. 9 (Light Grey) and conform to the latest ADOT Standard Specifications for Road and Bridge Construction.

GENERAL COMMENTS: It shall be the Contractor's responsibility to protect the structure and construction site from any excessive or detrimental flooding, within the channel right-of-way, which may occur during the construction period and until final acceptance of the completed bridge by the Flood Control District of Maricopa County.

The Contractor shall exercise care to prevent damage to any existing facilities.

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

An attempt has been made to determine the location of all underground utilities and to design the location and elevation of all irrigation and drainage pipes, culverts and structures so as not to interfere with the existing utilities, however, it shall be the Contractor's responsibility to cooperate with the utility companies so that any obstructing utility installation may be adjusted.

Any facility or work 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.

No vehicular loads will be permitted on the bridges before the lapse of twenty-one (21) days from the date of the last placement of concrete for the bridge deck, unless approval is obtained in writing from the Engineer.

The Flood Control District of Maricopa County reserves the right to adjust design grades or the location of drainage structures prior to construction, if it should become necessary in the opinion of the Engineer, without additional cost to the Flood Control District of Maricopa County.

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.

The Contractor shall take special precautions to keep the area around the bridges properly barricaded and marked with flares to prevent automotive traffic from running into the channel or the canal or crossing the new bridge structures prior to the acceptance of the completed project by the Flood Control District of Maricopa County.

GUARANTEE: The Contractor shall guarantee the structures for one year against faulty materials, faulty workmanship and failure to meet the requirements of the specifications. 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.