

Baseline Road Bridges at RWCD Canal and Floodway

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SPECIAL PROVISIONS
FOR
BASELINE ROAD BRIDGES
AT
RWCD CANAL AND FLOODWAY

CONTRACT NO. FCD 83-32



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 83-32

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INVITATION FOR BIDS
(Construction Contract)

Project: Baseline Road Bridges
at RWCD Canal and Floodway

Ref. Invitation FCD 83-32
Date: July 1, 1983
Issued by: Flood Control District
Maricopa County

Location: Baseline Road at RWCD
Canal, 0.7 mi. west of Power Road

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, AUGUST 25, 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 concrete bridges at the RWCD Canal and RWCD Floodway locations, detour road and temporary bridge, approaches, canal control structure, irrigation junction boxes, removal of existing concrete bridge over the RWCD Canal and the removal of a box culvert from the RWCD Floodway Channel and miscellaneous related items.

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN ONE HUNDRED FIFTY (150) CALENDAR 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 OFFICE ON AUGUST 10, 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
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
 SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work

Baseline Road at the RWCD Canal, 0.7 miles west of Power Road, Maricopa County, 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 \$18.50 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 \$13.50, not refundable.

APPROXIMATE QUANTITY

| <u>QUANTITY</u> | <u>UNIT</u> | <u>DESCRIPTION</u> |
|-----------------|-------------|----------------------------|
| 4600 | C.Y. | Channel Excavation |
| 1 | L.S. | Watering |
| 899 | Ton | Aggregate Base |
| 2588 | Ton | Select Material |
| 863 | Ton | Asphaltic Concrete |
| 830 | L. Ft. | Drilled Shaft Foundations |
| 946 | L. Ft. | Concrete Piles - Furnished |
| 946 | L. Ft. | Concrete Piles - Driven |
| 1479 | C.Y. | Class A Concrete |
| 302,760 | Lbs. | Reinforcing Steel |
| 193 | C.Y. | Class B Concrete |

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: Baseline Road Bridges
at RWCD Canal and Floodway

Invitation FCD 83-32
Date: July 1, 1983

Location: Baseline Road at RWCD Canal,
0.7 mi. west of Power Rd.

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: Baseline Road Bridges at RWCD Canal & Floodway

Contract: FCD 83-32

| Item No. | Approximate Quantity | Unit | Description | Unit Cost (in writing) and /100 dollars | Unit Cost | Extended Amount |
|-----------|----------------------|------|----------------------------------|---|-----------|-----------------|
| 215 | 4,600 | C.Y. | Channel Excavation | | | |
| 225 | 1 | L.S. | Watering | | | |
| 301 | 7,669 | S.Y. | Subgrade Preparation | | | |
| 310-1 | 2,588 | Ton | Select Material | | | |
| 310-2 | 899 | Ton | Aggregate Base | | | |
| 315 | 12 | Ton | Bituminous Prime Coat | | | |
| 321-C 3/4 | 863 | Ton | Asphaltic Concrete | | | |
| 350 | 1 | L.S. | Removal of Existing Improvements | | | |
| 401 | 1 | L.S. | Traffic Control | | | |
| 415 | 85 | L.F. | Bridge Guard Rail | | | |
| 420 | 238 | L.F. | Chain Link Fence | | | |
| 501-1 | 280 | L.F. | Steel Piles - Furnished | | | |
| 501-2 | 200 | L.F. | Steel Piles - Driving | | | |
| 501-3 | 946 | L.F. | Concrete Piles-Furnished | | | |

BIDDING SCHEDULE

Project: Baseline Road Bridges at RWCD Canal & Floodway

Contract: FCD 83-32

| Item No. | Approximate Quantity | Unit | Description | Unit Cost (in writing) and /100 dollars | Unit Cost | Extended Amount |
|----------|----------------------|------|---|---|-----------|-----------------|
| 501-4 | 946 | L.F. | Concrete Piles-Driven | | | |
| 502 | 830 | L.F. | Drilled Shaft Foundations | | | |
| 505-1 | 1,479 | C.Y. | Class A Concrete | | | |
| 505-2 | 193 | C.Y. | Class B Concrete | | | |
| 505-3 | 302,760 | lbs. | Reinforcing Steel | | | |
| 506 | 20 | ea. | Precast Concrete Beams | | | |
| 515 | 1 | L.S. | Steel Deck Units-Placement | | | |
| 525-1 | 12,350 | S.F. | Canal Lining | | | |
| 525-2 | 10 | L.F. | Concrete Lined Ditch | | | |
| 621 | 531 | L.F. | Corrugated Metal Pipe-60" (FCD Furnished) | | | |

BIDDING SCHEDULE

Project: Baseline Road Bridges at RWCD Canal and Floodway

Contract: FCD 83-32

| Item No. | Approximate Quantity | Unit | Description | Unit Cost (in writing) and /100 dollars | Unit Cost | Extended Amount |
|----------|----------------------|------|------------------|---|-----------|-----------------|
| 622-1 | 52 | L.F. | 36" RGRCP | | | |
| 622-2 | 30 | L.F. | 42" RGRCP | | | |
| 622-3 | 118 | L.F. | 30" RGRCP | | | |
| 625 | 2 | Ea. | Manhole, MAG 522 | | | |
| 635 | 1,471 | L.F. | Tailwater Ditch | | | |
| | | | | | | |

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
FOR
BASELINE ROAD BRIDGES
AT RWCD CANAL AND FLOODWAY
CONTRACT FCD 83-32

LOCATION OF THE WORK: This project is located on Baseline Road at the RWCD Canal, 0.7 miles west of Power Road.

PROPOSED WORK: The work consists of constructing concrete bridges, detour road and bridge, approaches 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 the 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 canal removals, canal bridge substructure, detour bridge, irrigation and canal work during the period of low flow in the canal and shall complete all work on the project within one hundred fifty (150) 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.

ITEM COMMENTS: The herein contained Construction Special Provisions supplement 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 the Maricopa County Supplement.

MATERIAL: 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 satisfactory evidence that the material produced from any commercial source will meet the specifications as noted and these Special Provisions for such material.

SOIL BORINGS: Soil boring information is available for review at the Flood Control District of Maricopa County.

WORK STANDARDS: The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

WATER, LIGHT, POWER, HEAT, TELEPHONE: All water for construction purposes, drinking water, lighting, temporary electric power, heat 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 duly 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 - ADDENDUMS & SUBMISSION OF BIDDING SCHEDULE: It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addendums 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 which do not include appropriate addendums and show appropriate 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 thereon, i.e.,

\$1,000,000 bodily injury per person
\$5,000,000 bodily injury each occurrence
\$1,000,000 property damage

SUBSECTION 104.2.4 - ALTERATION OF WORK - BRIDGE DESIGN: Any request for change in the design of any bridge member; i.e., beam thickness on the canal bridge, requested by the Contractor must be accompanied by calculations indicating that the requested change conforms to the design standards as indicated by the plans.

SECTION 105.2 - PLANS AND SHOP DRAWINGS: Shop drawings shall be submitted as follows:

Initial submittal for review and/or approval - Three (3) sets of plans of which one (1) will be returned to the Contractor.

Final submittal for approval - Five (5) sets of plans of which two (2) sets will be returned to the Contractor.

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 telephone numbers as indicated should put the Contractor in contact with the proper personnel:

| | |
|---|----------|
| Mountain Bell Telephone Company..... | 263-3219 |
| Salt River Project..... | 273-2201 |
| Arizona Public Service | 271-7014 |
| Location Staking (A.P.S., Mtn. Bell, S.R.P.) ...Blue Stake..... | 263-1100 |
| Roosevelt Water Conservation District..... | 963-3414 |
| City of Mesa..... | 834-2516 |
| Town of Gilbert..... | 892-0956 |
| Maricopa County Highway Department..... | 262-3631 |

See Exhibit A that is attached to these Special Provisions.

SUBSECTION 108.7 - DETERMINATION AND EXTENSION OF CONTRACT TIME:

The contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from responsibility for successfully performing the work without additional expense to the Flood Control District. The Flood Control District assumes no responsibility for understandings, representations, or predictions concerning conditions of the work area during the period of the contract.

If performance of all or any part of the work is suspended, delayed, or interrupted by weather conditions or by a rise in the water level causing unstable ground conditions, an extension of the period for contract performance equal to the lost days will be granted by the Flood Control District. No claim for additional costs incurred because of such delay will be allowed.

If the contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. If the Engineer determines that the contractor has proceeded with such diligence as would normally have ensured completion within the contract time, and that the reasons stated to justify a time extension are valid, he may extend the time for completion in such amount as conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SUBSECTION 108.9 - LIQUIDATED DAMAGES:

The amount of \$350.00 per calendar day or the actual costs incurred by the District for Engineering and Inspection Services, 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 206 - STRUCTURE EXCAVATION AND BACKFILL: Structure excavation consists of the removal of material for the construction of the bridge pile caps and substructure units in accordance with the plans and Section 206 of the Uniform Standard Specifications.

Structure backfill consists of furnishing, placing and compacting select material and other backfill material in accordance with the plans and Section 206 of the Uniform Standard Specifications, except that the backfill for the floodway bridge piers may be excavated material.

Select Material shall conform to the requirements of Section 702 of the Uniform Standard Specifications.

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

SECTION .211 - TEMPORARY SOIL DYKE

The intention of the temporary soil dyke is to provide working conditions suitable for the construction of the bridge on Baseline Road over the RWCD Canal and the construction of the irrigation control structure downstream from the canal bridge. The exact location of this dyke between the temporary bridge and the Baseline Road bridge shall be at the contractor's discretion. The minimum height of the dyke shall be to the top of the canal concrete lining. The minimum width of the top of the dyke shall be eight feet. The selection of the soil, method of placement and compaction, the use of water proofing materials, etc., are to be determined by the contractor. The contractor is responsible for maintenance of the dyke as well as its impermeability. Repairing any canal lining damage caused by the dyke construction and/or maintenance is the contractor's responsibility. Payment for this item is included in the cost of the construction of the canal bridge and the control structure.

SECTION 215 - CHANNEL EXCAVATION: The work under this section consists of the excavation for the proposed floodway channel in accordance with the plans and Section 215 of the Uniform Standard Specifications.

Included in this item will be the removal of the detour road and temporary canal bridge after the completion of the project and re-opening of Baseline Road to traffic. The intent is to restore the existing floodway channel to its original condition to provide drainage.

The excavated material shall be used to fill the existing floodway channel, roadway fill and bridge area to the limits shown on the plans.

Volumes will be computed by the average end area method.

Payment for all work under this section will be made at the unit price bid per cubic yard for ITEM NO. 215 - CHANNEL EXCAVATION.

SECTION 301 - SUBGRADE PREPARATION: The work under this section consists of the preparation of the subgrades for the Detour Road and the Bridge Approaches in accordance with the plans and Section 301 of the Uniform Standard Specifications.

Direct payment will not be made for excavation, drainage excavation, structural excavation, waste, haul, overhaul, clearing, rolling or for the disposal of waste materials.

The earthwork quantities shown on the plans are approximate and were determined during the design process. They are included to aid the bidder in formulating his bid.

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. Select Material shall be Type "A."

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. Final pay quantities will be based upon the scale tickets accepted by the Engineer.

SECTION 315 - BITUMINOUS PRIME COAT: The bituminous materials shall be Grade MC-70 or MC250 liquid asphalt as determined by the Engineer. Prime coat shall be applied to the total width of the Aggregate Base Material at the rate of 0.40 gallon per square yard unless otherwise specified by the Engineer.

SECTION 321 - ASPHALT CONCRETE: 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 or AC-30 and shall comply with ADOT Table 705-1 as modified on October 16, 1981.

The mineral aggregate shall meet the grading requirements within the range of the specified tolerances for Mix-Designation C-3/4 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.

In addition to pugmill type mixing plants, Drum Dryer Mixers will be allowed in accordance with Standard Specifications 710.8. The moisture content of the bituminous mixture immediately behind the paver shall not exceed three percent. If a drum dryer is used, the type of oil shall be AR-8000 or AC-30 as specified above.

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 which 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 T195, is at least 95 percent.

SECTION 350 - REMOVAL OF EXISTING IMPROVEMENTS: The work under this section consists of the removal and disposal of canal bridge, floodway box culvert, canal control structure, irrigation facilities, existing pavement, detour road and 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.

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 (see attachment). The nearest County landfill to this project is Queen Creek located at Hawes Road, 0.5 miles south of Chandler Heights Road.

Removal of the canal control structure shall be coordinated with the RWCD to determine the parts that they wish to salvage. Relocation of the existing chain link fence at east end of project is included in this section.

SECTION 401 - TRAFFIC CONTROL: Traffic control shall conform to the applicable paragraphs of Section 401 of the MAG Uniform Standard Specifications with revisions, the County Supplement thereto and these Special Provisions.

The number and kind 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.

A road closure is not authorized. Two lanes shall be open for traffic at all times. The contractor shall provide all necessary traffic control devices and measures for this construction to include the striping and the striping removal on the detour road. Paint striping is not authorized on the permanent pavement which will remain after construction. The Contractor shall stripe the finished road and bridges. The speed limit for the detour road shall be determined by ball banking the curves. All warning signs shall be standard 48 inches in size and mounted on channels or wired down. A 150-foot line of vertical panels with

lights and spaced at 30-foot intervals shall be placed on channels 2 feet off the edge of pavement leading to each initial approach to the detour road curve and to each approach to the detour bridge. Traffic shall not be placed on the detour road until all the detour road construction is completed and all traffic measures are installed.

The contractor shall provide a detailed traffic control plan for approval at the pre-job conference. The plan shall show all measures to include types of signs and barricades and their placement. The contractor shall designate an employee qualified in construction traffic control to be responsible for implementing, maintaining, inspecting and altering, as necessary, all traffic control measures for construction. A night time telephone number shall be provided. For planning purposes, some of the required measures needed are: road closed and detour signing (see figure 6-2 of the Manual on Uniform Traffic Control Devices), reduced speed signing, wide load restrictions and all striping to include edge lines and the necessary existing striping removal.

The contractor shall install and maintain deceleration sand berms (approximately five feet high and twenty-eight feet wide) on Baseline Road in the path of through traffic prior to bridge excavation or construction. Sand berms shall remain until road is open to traffic or construction presents less of a hazard than the berms.

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

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 415 - BRIDGE GUARD RAIL: The work under this section consists of constructing steel beam guard rail on the Detour Bridge in accordance with the plans and Section 415 of the Uniform Standard Specifications, and MAG detail sheets 135-1 thru 135-2.

SECTION 420 - CHAIN LINK FENCE: The work under this section consists of constructing chain link fence on the bridge decks in accordance with the plans and Section 420 of the Uniform Standard Specifications.

SECTION 501 - CONCRETE AND STEEL PILE FOUNDATIONS: The work under this section consists of constructing the concrete piles for the canal bridge and steel piles for the detour road bridge in accordance with the plans and the applicable provisions of Section 501 of the Uniform Standard Specifications.

Concrete and reinforcing steel will be paid for separately as indicated in Section 505 - Concrete Structures.

Payment for all other work under this section will be made at the unit price bid per linear foot for ITEM NO. 501-1-STEEL PILES FURNISHED, ITEM NO. 501-2-STEEL PILES-DRIVING, ITEM NO. 501-3-CONCRETE PILES FURNISHED, and ITEM NO. 501-4-CONCRETE PILES-DRIVEN.

SECTION 502 - DRILLED SHAFT FOUNDATIONS:

Description: This item shall govern for the construction of foundations consisting of "reinforced concrete drilled shafts." Concrete shafts shall be placed in a drilled excavation. Foundations shall be constructed in accordance with this item and in conformance with the details and dimensions shown on the plans.

Materials. All concrete and materials shall be in accordance with the requirements of Section 505 of the Standard Specifications and the requirements herein. Concrete shall be Class "A," unless otherwise shown on the plans. The maximum size coarse aggregate shall be 1-1/2 inches for cased shafts. A retarder or water reducing agent will be required in all concrete when casting is used. Reinforcing steel shall conform to the requirements of Section 727 of the Standard Specification. The sizes and dimensions shall be as shown on the plans.

Construction Methods:

Excavation: The Contractor shall perform the excavation required for the shafts, through whatever materials encountered, to the dimensions and elevations shown on the plans or required by the site conditions.

Shaft alignment shall be within a tolerance of one inch per ten feet of depth. The axis of the shaft at the top elevation shall be within three inches of its plan location.

The plans indicate the expected depths and elevations where satisfactory bearing material will be encountered. This information will be used as a basis for the contract. If satisfactory material is not encountered at plan elevation, the footing may be raised or lowered as determined by the Engineer. Alteration of plan depth shall be made to satisfactorily comply with the design requirements. Casing will be required when necessary to prevent caving of the material or when necessary to exclude seepage water. Casing shall be metal of ample strength to withstand handling stresses, the pressure of concrete and of the surrounding earth or backfill materials, and shall be watertight. The outside diameter of casing shall not be less than the specified size of shaft; otherwise, the size of casing and the size of drilled excavation in which it is to be placed will be left to the discretion of the Contractor, except as noted below. No extra compensation will be allowed for concrete required to fill an oversize casing or oversize excavation.

Where caving conditions and/or excess groundwater is encountered, no further drilling will be allowed until a construction method is employed which will prevent excessive caving that will make the excavation appreciably larger than the size of casing to be used. Drilling in a mud slurry, or other method which will control the size of excavation, will be required.

If the excavation of the top of shaft is below ground level at the time of concrete placement, a casing from ground elevation to a point below the top of the shaft will be required to control caving of any material into the freshly placed concrete.

Where casing is not required, any excavation for the shafts beyond the lines required by the plans shall be filled with Class "A" concrete at the Contractor's expense. Where casings are used, the Contractor will be permitted to backfill around the upper portions of the casing with pea gravel or other granular material, but space shall be provided to allow for escape of muck, slurry or water displaced by the concrete.

When casing is used, it shall be smooth and well oiled and shall extend approximately to the top of the shaft.

Under normal operations, the removal of the casing shall not be started, until all concrete placement is completed in the shaft. Movement of the casing for short pulls of a few inches, rotating, exerting downward pressure and tapping it to facilitate extraction will be permitted. When unusual conditions warrant, the casing may be pulled in partial stages. A sufficient head of concrete shall be maintained above the bottom of the casing to overcome hydrostatic pressure. Casing extraction shall be at a slow, uniform rate with the pull in line with the center of the shaft.

The elevation of the top of the steel cage shall be carefully checked before and after casing extraction. Generally, any upward movement of the steel not exceeding 2 inches, or any downward movement thereof not exceeding 6 inches per 20 feet of shaft length will be acceptable. Any upward movement of the concrete or displacement of the steel beyond the above limits will be cause for rejection.

The minimum length of steel required for lap with column steel shall be maintained. Dowel bars may be used if the proper lap length is provided both into the shaft and into the column.

Material excavated from shafts, including drilling mud, and not used in the backfill around the completed bents or piers shall be disposed of as directed by the Engineer.

At the time concrete is placed, the excavation shall be free from accumulated seepage water. All loose material shall be removed from the bottom of the excavation prior to placing concrete.

The Contractor shall provide suitable access and lighting for proper inspection of the completed excavation, to check the dimensions and alignment of shafts.

Any required lighting shall be electric. Any mechanical equipment used within the excavation shall be operated by air or electricity. The use of gasoline driven engines within the excavation for pumping or drilling will not be permitted.

Reinforcing Steel: The cage of reinforcing steel, consisting of longitudinal bars and lateral ties shall be completely assembled and placed as unit immediately prior to concrete placement.

If the shaft is lengthened, and the plans require full depth reinforcement, the longitudinal bars required in the upper portion of the shaft shall be extended to the bottom, with proper lateral reinforcement. These bars may be lap spliced. Any splices required shall be approved by the Engineer.

The cage shall be supported from the top by some positive method, to minimize its slumping downward during concrete placement and/or extraction of the casing. The support shall be concentric with the cage to prevent racking and distortion of the steel. A minimum of one half of the vertical bars shall be supported.

In uncased shafts, concrete spacer blocks, or steel chairs shall be used at sufficient intervals to insure concentric spacing for the entire length of the cage. In cased shafts, concrete spacer blocks shall not be used. Metal "chair" type spacers or bent pieces of steel bars shall be placed at sufficient intervals around the steel cage to insure concentric spacing inside the casing.

Concrete: The work shall be performed in accordance with the provisions of the Standard Specifications and the requirements herein.

Concrete shall be placed as soon as possible after all excavation is complete and reinforcing steel placed and shall be of such workability that vibrating or rodding will not be required.

Concrete placing shall be continuous in the shaft to the construction joint indicated on the plans.

Concrete shall be placed through a suitable tube or tremie to prevent segregation of materials. The tube or tremie shall be made in sections to provide proper discharge and permit raising it as the placement progresses. A nonjointed pipe may be used if sufficient openings of the proper size are provided to allow for the flow of concrete into the shaft.

The elapsed time from the beginning of concrete placement in the cased portion of the shaft, until extraction of the casing is begun, shall not exceed one hour.

Where a cap or tie beam is required to be placed monolithically with the shaft, a time interval will be allowed for placing the required form and reinforcing after casing removal.

A riser block of equal diameter as the column end or a maximum height of 6 inches may be cast at the top of the completed shaft.

The top surface shall be cured and any construction joint area shall be treated as prescribed in the Standard Specification, Section 505.

Measurement: Acceptable drilled shafts (of the specified diameter) complete in place, will be measured by the linear foot. Shafts will be measured from elevations or dimension indicated on the plans, unless the Engineer directs otherwise to meet unusual conditions.

Payment: Drilled shafts will be paid for at the unit price bid per linear foot of drilled shaft of the specified diameter for ITEM NO. 502 - DRILLED SHAFT FOUNDATIONS. Class "A" Concrete and Reinforcing Steel will be included in and paid for as items under Section 505.- CONCRETE STRUCTURES.

SECTION 505 - CONCRETE STRUCTURES: The work under this section consists of constructing, in place, the concrete portions of the bridges and approach slabs, canal control structure and junction box in accordance with the plans and Section 505 of the Uniform Standard Specifications. Other methods, as described in 505.8, will be allowed in place of water curing.

The use of fly ash will be permitted in all concrete mixes, in accordance with subsection 725.2.1. Payment of all work under this section will be made at the unit price bid per cubic yard for ITEM NO. 505-1 CLASS "A" CONCRETE and ITEM NO. 505-2 CLASS "B" CONCRETE, and at the unit price bid per pound for ITEM NO. 505-3 REINFORCING STEEL.

Included in this item will be the cost of the canal control structure, irrigation details, expanded metal covers, valves, slide gates, pipe railing and all other accessories necessary for the proper function of the control structure and irrigation details.

SECTION 506 - PRECAST PRESTRESSED CONCRETE MEMBERS: The work under this section consists of furnishing and placing prestressed concrete beams for the canal bridge in accordance with the plans and Section 506 of the Uniform Standard Specifications.

Payment for all work under this section will be made at the unit price bid for ITEM NO. 506 - PRECAST CONCRETE BEAM, which price shall be full compensation for the item complete in place, including concrete and reinforcing steel.

SECTION 515 - STEEL STRUCTURES: The work under this section consists of placing the steel deck units for the Detour Bridge in accordance with the plans and the applicable provisions of Section 515 of the Uniform Standard Specifications.

The connections shall conform to Section 770 of the Uniform Standard Specifications.

The deck units are stored at the Maricopa County Avondale yard, located on Van Buren Avenue, east of Dysart Road.

The Contractor will select four of the units, rehabilitate and transport them to the project site, erect them and after the detour road is removed, return them to the Avondale Yard.

Furnishing, placement, removal and salvage of the steel pile bents shall be by the Contractor. The bents shall become property of the Contractor.

Payment for all work under this section will be made at the unit price bid for ITEM NO. 515-DECK UNITS, which price will be full compensation for the work entailed.

SECTION 525 - CANAL LINING AND IRRIGATION DITCH LINING: The work under this section consists of replacing the canal lining in accordance with the plans and Section 525 of the Uniform Standard Specifications.

Also included are those areas affected by the Detour Bridge pile bents and bypass pipe.

Canal lining shall be 3" thick, pneumatically placed mortar, reinforced with wire mesh (W 1.4 XWT. 4-6" x 6")

SECTION 621 - CORRUGATED METAL PIPE: The work under this item shall consist of transporting, placing and salvage of corrugated metal pipe of the size and at the locations as called for on the plans. The necessary quantity of pipe, collars and bends are available at the Avondale Yard of the Maricopa County Highway Department, where they must be picked up by the contractor for transporting to the jobsite.

At the completion of the project, all corrugated metal pipe shall be removed for salvage and, if deemed reusable by the Engineer, returned to the Avondale Yard. Any pipe deemed not reusable shall be disposed of by the Contractor.

Payment for all work under this section will be made at the unit price bid for ITEM NO. 621 - CORRUGATED METAL PIPE, 60 INCH, which price will be full compensation for the work entailed.

SECTION 622 - REINFORCED CONCRETE PIPE: The work under this item shall consist of furnishing and placing Rubber Gasket Reinforced Concrete Pipe of the size and at the locations as called for on the plans and conforming to the requirements of Section 735 of the Uniform Standard Specifications.

SECTION 635 - DIRT DITCH: The work under this section consists of constructing the tailwater ditches, as indicated on the plans and in accordance with the applicable provisions of Section 205 of the Uniform Standard Specifications.

Measurement of this item will be made to the nearest lineal foot.

Payment for all work under this section will be made at the unit price bid per lineal foot for ITEM NO. 635 - TAILWATER DITCH.

GENERAL COMMENT: 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 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 pertinent utility companies so that any obstructing utility installation may be adjusted.

The District 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 District.

It shall be the Contractor's responsibility to protect the structure and construction site from any excessive or detrimental flooding, within the canal or floodway right-of-way which may occur during the construction period and until final acceptance of the completed bridges by the District.

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

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

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 canal or floodway crossing the new bridge structures prior to the acceptance of the completed project by the Engineer. The installation of any necessary conduits, brackets or piping or any other 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.

The detour road and temporary tailwater ditch must be removed and the area restored as nearly as practicable to its original condition at the completion of the project.

The existing floodway must remain open during construction.

Vehicular access must be maintained at all times during construction to all water flow control valves.

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

EXHIBIT A

NOTE: The Salt River Project maintains energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees, and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (See OSHA Std. 1926.550(a)15) As an additional safety precaution, contractors should also be instructed to call the Salt River Project at 273-8888. to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements would be borne by the Contractor. The District can often respond to such requests if two days advance notice is given, but some situations may require up to 60 days lead time for relocation or other arrangements.

MARICOPA COUNTY LANDFILL
FEE SCHEDULE

EFFECTIVE - DECEMBER 16, 1981

CLASS 1 REFUSE shall include all loose, easily compactible matter of a unit size which can be moved readily or handled by machinery or equipment normally used in the operation of a landfill project. The fee shall be based upon the size of the vehicle used to transport the refuse to the landfill. Landfills using scales will charge by weight at \$5.50 per ton.

1. Commercial Hauling

- A. 1/2 - 3/4 - 1-ton truck or large trailer of comparable size
(up to 3.8 cubic yards volume) CODE (A) \$ 5.50/load
- B. 1 1/2 to 3-ton trucks or large trailer of comparable size
(up to 10 cubic yards volume) CODE (B) \$14.50/load
- C. Garbage trucks or compactors-up to 20 cubic yards CODE (C) \$29.00/load
- D. Garbage trucks or compactors-up to 30 cubic yards CODE (D) \$43.50/load
- E. Garbage trucks or compactors-up to 40 cubic yards CODE (E) \$58.00/load
- F. Garbage trucks or compactors-up to 50 cubic yards CODE (F) \$72.50/load
- G. Garbage trucks or compactors-up to 60 cubic yards CODE (G) \$87.00/load

2. Dump trucks or open semi trucks will be charged the next lower rate from their actual truck volume for loose or uncompacted Class 1 refuse applicable to items C through G above only. (Exception - Class 2 refuse will pay the full rate as listed in paragraph 1 above.)

CLASS 2 REFUSE shall include trees, logs, stumps, construction wastes, or any other items of refuse of a unit size or weight such as to be difficult and costly to move, handle or compact by normal landfill operations. Trees, logs, and stumps must be trimmed and cut into pieces not exceeding six feet in length, or eighteen inches in diameter. No construction refuse or demolished building material which is too large for the landfill equipment to handle readily will be accepted for dumping. The dumping fees for commercial haulers shall be based upon the size, quantity and nature of the refuse material and the unit size as follows:

- 1. Construction refuse CODE (J) Same as Class 1
- 2. Tires/whole tires CODE (T) Four times Class 1
- 3. Vehicle bodies CODE (X) \$35.00 each
- 4. Barrels (30 to 55 gallons) CODE (R) Four times Class 1
Barrels crushed or cut into quarter sections Same as Class 1

CLASS 3A REFUSE shall consist of non-hazardous liquid waste. Types of acceptable liquid wastes include grease trap materials, chemical toilet waste, car wash waste, laundry waste, service station sump materials, steam cleaning rack waste, and septic tank waste. Waste other than these listed above will NOT be accepted.

- 1. Each liquid load will be assessed a fee for liquid waste testing at \$1.50/load
- 2. Each disposal of a non-hazardous liquid waste will be assessed according to the non-hazardous liquid waste manifest at \$2.00/500 gallons

CLASS 3B REFUSE shall consist of small dead animals of the household variety
(No livestock accepted) CODE (K) Same as Class 1

Residents hauling Class 1 refuse from home only - no charge.

Because of the inability to predict all types of refuse that might be presented for disposal, the right to refuse dumping privileges, in the best interest of operating and prolonging the life of the landfill, is reserved to the discretion of the landfill operator.

A surcharge of \$25 may be assessed to any user of a landfill, if their account is not paid in full within 30 days after billing.

PERMITS MAY BE OBTAINED FOR AN ANNUAL FEE (NOT PRORATED) OF \$10 AT THE MARICOPA COUNTY LANDFILL DEPARTMENT, 3325 WEST DURANGO STREET, PHOENIX, ARIZONA 85009 OR BY MAIL WITH FEE ATTACHED. FOR FURTHER INFORMATION CALL 269-2661. A \$50 TRUST FEE WILL ALSO BE REQUIRED WHICH IS REFUNDABLE UPON CANCELLATION OF ACCOUNT.

NOTICE- SCAVENGING AT MARICOPA COUNTY SANITARY LANDFILLS IS PROHIBITED. VIOLATORS WILL BE REFERRED TO THE SHERIFF'S OFFICE FOR APPROPRIATE ACTION.

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 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 83-32
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 83-32
PERFORMANCE BOND

POWER OF ATTORNEY

SEAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 83-32 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 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