

CONSTRUCTION SPECIFICATIONS

FOR

Property of
Flood Control District of Maricopa County
Please Return to
28.1 W. Durango
Phoenix, AZ 85009

GRADING AND PLATING OR THE OPERATIONS AND MAINTENANCE ROAD
AT THE VINEYARD FLOOD RETARDING STRUCTURE, PINAL COUNTY, ARIZONA

FCD CONTRACT NO. 90-18

Prepared By:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY



(Engineer's Seal)

Recommended By: Robert C. Payne, P.E. Date: 4 Oct 1990
Division Chief, Construction and Operations Division

Approved By: Stanley L. Smith Jr., P.E. Date: 10-9-90
D.E. Sagramoso, P.E. Chief Engineer and General Manager

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

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Prepared By:

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(Engineer's
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Recommended By: Robert C. Layton, P.E. Date: 4 Oct 1990
Division Chief, Construction and
Operations Division

Approved By: Stanley L. Smith, Jr., P.E. Date: 10-9-90
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SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979 AND
REVISIONS AND SUPPLEMENTS THERETO.

ATTENTION

ALL PROSPECTIVE BIDDERS

Some of the Bid Bonds previously received with bids for construction projects have not been in complete compliance with Arizona Revised Statutes (A.R.S.).

A.R.S. Sec. 34-201(A)(3) requires that every bid be accompanied by a certified check, cashier's check or surety bond for five percent (5%) of the amount of the bid.

In some cases the bond limit the five percent (5%) to the difference between the low bid and that of the next lowest responsible bidder, to whom a contract could be awarded, in the event that the low bidder failed to enter into contract within the specified time.

Bids received with limitation on the five percent (5%) will be considered as nonresponsive bids and will not be accepted or considered for award of contract.

Please take note and submit your bids accordingly.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT 90-18

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(Area to left
reserved for
Engineer's Seal)

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION TO BID

BID OPENING DATE: October 31, 1990

LOCATION: Vineyard Flood Retarding Structure Operation and Maintenance (O&M Road, top of Dam) which is located between one (1) and two (2) miles east of Ironwood Drive with the northern end of the structure approaching Elliot Road and extending southerly to Pecos Road.

PROPOSED WORK: O&M Road on the crest of the Vineyard Flood Retarding Structure; grading, furnishing and applying untreated base material as a surface plate, applying water, and rolling within the limits as indicated by the drawings and to the conditions specified by the Special Provisions.

BIDS:

SEALED BIDS for the proposed work will be received by the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona 85009 until 2:00 p.m. (Phoenix time) on the above date and then publicly opened and read at 3335 W. Durango St., Phoenix, AZ 85009. No bids will be received after the time specified for bid opening. All bids must be submitted on proposal forms furnished by the Flood Control District and included in the Proposal Pamphlet. The Board of Directors reserves the right to reject any and all bids and to waive any informality in any bid received.

ELIGIBILITY OF CONTRACTOR:

It is the policy of Flood Control District of Maricopa County to endeavor to ensure in every way possible that minority and women-owned business enterprises have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age, or national origin.

The bidder shall be required to certify that it is appropriately licensed as a Contractor in the State of Arizona for performing the before-mentioned type of work. Verification shall be on the form provided herein.

The bidder may be required to furnish an affidavit as evidence of previous satisfactory performance in the above-mentioned type of work.

CONTRACT TIME:

The Contractor shall start work within seven (7) calendar days and complete all work on the project within sixty (60) days after the date of Notice to Proceed and in accordance with the defined dates of allowable work schedule.

MBE/WBE PARTICIPATION:

For this project, a goal of thirty (30) percent is desired for Minority/Women-Owned Business Enterprises. Instructions and required forms are included in the Minority and Women-Owned Business Enterprise Program Section.

PRE-BID CONFERENCE:

A pre-bid conference will be held on October 23, 1990 at 1:00 p.m. in the Flood Control District conference room, 3335 West Durango Street, Phoenix, Arizona 85009. It is in the best interest of prospective bidders to attend the Pre-bid Conference.

Questions or items for clarification may be addressed to the Chief, Contracts Branch, in writing, at least ten (10) days prior to bid opening date. Where appropriate, any answers or clarifications affecting the cost may be addressed to all bidders in an addendum. Under no circumstances will verbal interpretations or clarifications be given to individual contractors.

PROJECT PLANS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS:

Plans and Construction Specifications may be obtained from Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona 85009 upon payment of \$10.00 by check, payable to the FLOOD CONTROL DISTRICT of MARICOPA COUNTY. This payment will not be refunded. Mail orders for project documents must include an additional \$7.50 for first class U.S. postage and handling. The total \$17.50 will not be refunded. Regardless of circumstances, we cannot guarantee mail delivery. Each bid must be accompanied by a Bid Bond, cashier's or certified check or postal money Order equal to 5 percent (5%) of the bid, made payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY as a guarantee that if the work is awarded to the bidder, the bidder will within ten (10) days of receipt of the Proposal Acceptance, enter into proper contract and bond condition for the faithful performance of the work, otherwise, said amount may be forfeited to the said BOARD OF DIRECTORS as liquidated damages.

All bids are to be marked in accordance with Section 102.9 of the Uniform Standard Specifications and addressed to the Chief Engineer and General Manager, Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona 85009.

As provided for in the Agenda Information Form authorizing the Invitation to Bid.

PRINCIPLE ITEMS AND APPROXIMATE QUANTITIES

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1	30,000	l.f.	Furnish & Install Plating Material

PROPOSAL

TO THE BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PHOENIX, ARIZONA

Gentlemen:

The following Proposal is made for Grading and Plating of the Operations and Maintenance Road at the Vineyard Flood Retarding Structure, Pinal County, Arizona.

The following Proposal is made on behalf of

and no others. 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 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, Special Provisions, Forms of Contract, Bonds, and Sureties 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, Construction Specifications, Special Provisions, or conditions to be overcome, be pled. On the basis of the Plans, Construction Specifications, Special Provisions, the Forms of Contract, Bonds, and Sureties 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 therefore, the sum of various products obtained by multiplying each unit price, herein bid for the work or materials, by the quantity thereof actually incorporated in the complete project, as determined by the Engineer or Architect.

The Undersigned understands that the quantities mentioned herein are approximate only 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.

The Undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Sureties within ten (10) days of receipt of Notice of Proposal acceptance, **TIME BEING OF THE ESSENCE**. The Undersigned further proposes to begin work as specified in the Contract attached hereto, and to complete the work within 60 calendar days from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors, each in an amount equal to one hundred percent of the contract amount. 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 Bonds and Sureties to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Invitation to Bid is enclosed amounting to not less than five (5) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the Bidder and 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 his Proposal, if the Proposal is accepted and there should be failure on the part of the Undersigned to execute the Contract and furnish satisfactory Bonds and Sureties 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.

The Undersigned acknowledges receipt of the following addenda and has included their provisions in the proposal:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

The Undersigned has enclosed the required bid security to this Proposal.

IF BY AN INDIVIDUAL:

(NAME - TITLE) (ADDRESS)
DATE _____
(PHONE)

IF BY A FIRM OR PARTNERSHIP:

(FIRM NAME) (FIRM ADDRESS)
BY: _____ DATE _____
(NAME - TITLE) (PHONE)

** Name and Address of Each Member:

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

IF BY A CORPORATION:

(CORPORATE NAME) (CORPORATION ADDRESS)
BY: _____ DATE: _____
(PHONE)

TITLE: _____

* Incorporated under the Laws of _____

Names and Addresses of Officers:

(PRESIDENT) (ADDRESS)

(SECRETARY) (ADDRESS)

(TREASURER) (ADDRESS)

* 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.

SUBCONTRACTOR LISTING

As required in Section 102.6 of the Special Provisions, the following is a listing of Subcontractors and material suppliers that are to be used in the event the undersigned should enter into contract with the Owner. This is not an exhaustive or inclusive list.

(Signature) _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter called the Principal), and the _____, a corporation duly organized under the laws of the State of _____, as Surety, (hereinafter called the Surety), are held and firmly bound unto the Flood Control District of Maricopa County as Obligee, in the sum of five percent (5%) of the total amount of the bid of Principal, submitted by him to the Flood Control District of Maricopa County, for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. Sec. 34-201(A)(3).

WHEREAS, the said Principal is herewith submitting its proposal for the Grading and Plating of the Operations and Maintenance Road at the Vineyard Flood Retarding Structure, Pinal County, Arizona, Contract FCD 90-18.

NOW, THEREFORE, if the Flood Control District of Maricopa County shall accept the proposal of the Principal and the Principal shall enter into a contract with the Flood Control District of Maricopa County in accordance with the terms of such proposal and give such Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bond and Certificates of Insurance, if the Principal shall pay to the Flood Control District of Maricopa County the sum of money set forth above as liquidated damages for failure of the Principal to enter into the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, A.D., 1990.

Principal

Title

Witness:

Surety

Title

Witness:

VERIFICATION OF LICENSE

Pursuant to A.R.S. Sec. 32-1169, I hereby state that I hold a current contractor's license, duly issued by the office of the Registrar of Contractors for the State of Arizona, said license has not been revoked, that the license number is: _____; that my privilege license number (as required by A.R.S. Sec. 42-1305) is: _____; and that, if any exemption to the above licensing requirements is claimed;

(1) The basis for the claimed exemption is: _____ and;

(2) The names(s) and license number(s) of any general, mechanical, electrical, or plumbing contractor(s) to be employed on the work are:

IT IS UNDERSTOOD THAT THE FILING OF AN APPLICATION CONTAINING FALSE OR INCORRECT INFORMATION CONCERNING AN APPLICANT'S CONTRACTOR'S LICENSE OR PRIVILEGE LICENSE WITH THE INTENT TO VOID SUCH LICENSING REQUIREMENTS IS UNSWORN FALSIFICATION PUNISHABLE ACCORDING TO A.R.S. SEC. 13-2704.

DATE: _____ SIGNATURE OF LICENSEE: _____

COMPANY: _____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM

- A. The following conditions will apply in the calculation of the percentage attainment:
1. All MBE/WBE firms used in attainment of the goal must be certified with the Maricopa County Minority Business Office which is located in the Maricopa County Highway Department building, 3325 West Durango Street, Phoenix. In addition, only those firms certified at least seven calendar days prior to the bid opening will be considered in the attainment of the goal.
 2. Prime contractor subcontracts to MBE or WBE:
The MBE/WBE amount to be applied to the goal will be based on that portion (dollar value) of the contract that the MBE/WBE performs. For example, if a prime contractor subcontracts work amounting to \$100,000 of a contract for which the total project cost is \$1,000,000. the MBE/WBE participation will be credited as 10 percent.
 3. Prime Minority Contractor:
An MBE/WBE prime contractor will be credited with the MBE/WBE participation for that portion of the contract which they themselves perform plus that portions subcontracted to other MBE/WBE firms. For example, if an MBE/WBE prime contractor proposes to perform 50 percent of a project quoted at \$1,000,000 and subcontracts 25 percent to an MBE firm and 25 percent to a non-MBE/WBE firm, MBE/WBE participation will be credited as 75 Percent, or \$750,000.
 4. Minority-Non-Minority Joint Venture:
A joint venture consisting of MBE/WBE participation and non-MBE/WBE business enterprises, functioning as a prime contractor, will be credited with minority participation on the basis of the percentage of profit accruing to the MBE/WBE firm. For example, if a MBE/WBE and non-MBE/WBE joint venture proposes to perform 50 percent of a \$1,000,000 project and 50 percent of the joint venture profits (\$500,000) are to accrue to the MBE/WBE partner in the joint venture, MBE/WBE participation will be credited at 25 percent or \$250,000.
 5. Lower Tier Non-MBE/WBE Participation:
MBE/WBE subcontractors proposing to further subcontract to non-MBE/WBE contractors shall not have that portion of subcontracting activity considered when determining the percentage of MBE/WBE participation.

6. MBE/WBE Suppliers:

Any MBE/WBE supplier that manufactures or substantially alters the material or product it supplies will have that portion of activity considered when determining the percentage of MBE/WBE participation. Any MBE/WBE Wholesaler, Distributor, or Jobber that does not manufacture or substantially alter the materials or product it sells will be limited to 20 percent of the sale price when determining the percentage of MBE/WBE participation.

B. Required forms:

An affidavit is included as part of this section. The form must be completed within seven calendar days after the Notice of Award of Contract. The low bidder is required to submit a Minority/Women-Owned Business Enterprise Program MBE/WBE Participation Affidavit listing the MBE/WBE participation by MBE/WBE firm and the related dollar value of the MBE/WBE contract.

C. Requests for Pay:

Each Request for Pay must be accompanied by a Maricopa County Minority/Women-Owned Business Enterprise Program MBE/WBE Participation Report. The final pay request shall include a listing of total contract MBE/WBE participation.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM

MBE/WBE PARTICIPATION ASSURANCES
AFFIDAVIT

The undersigned, fully cognizant of the Flood Control District of Maricopa County MBE/WBE Program requirements and of the goal established, hereby certifies that in the preparation of this bid,

(the entity submitting the bid)

(CHECK ONE)

- ___ Will meet the established goal for participation by Minority/Women-Owned Business Enterprises.
- ___ Will provide the necessary documentation to Minority Business Office to establish that a good faith effort was made.
- ___ Will not participate in the MBE/WBE Program.

The bidder will specify its MBE/WBE participation on the Intended Participation Affidavit or provide documentation of its good faith efforts not later than 4:00 p.m., the seventh calendar day following the bid opening. The required affidavit shall be obtained by the apparent first and second low bidders from the Minority Business Office, Maricopa County Highway Department Building, 3325 West Durango Street, Phoenix, Arizona 85009, following the opening and reading of bids; a sample affidavit form for reference purposes follows.

Name of Firm

Signature

Title

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM
Actual Minority/Women-owned Participation

Name of Prime Contractor

FCD 90-18, Grading and Plating Vineyard FRS
Project Number

Contact Person

Total Amount of Contract

Street No.

City State Zip

<u>Minority/Women-owned Firm</u>	<u>Principal</u>	<u>Address</u>	<u>Type of Work</u>	<u>Subcontract Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The undersigned has entered into a formal agreement with the minority contractors/suppliers listed above in the execution of this contract with the Flood Control District of Maricopa County.

Signature

Title

Date

Copy to: Minority Business Office
Maricopa County Highway Department
3325 West Durango Street
Phoenix, Arizona 85009

MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES PROGRAM

MBE/WBE PARTICIPATION REPORT
(To be attached with Request for Pay)

Date: _____

Contractor: _____
Contact Person: _____
Address: _____

Telephone: _____

Project: Vineyard Flood Retarding Structure,
Grading and Plating

Contract Number: FCD 90-18
For Pay Period of: _____

Subcontractor: _____
Person to Contact: _____
Address: _____
Telephone Number: _____

Type of Firm: _____
Class of Work: _____

Subcontract Amount: _____
Amount Earned _____
(Commission) This Period: _____
Total Earned by This Subcontractor: _____

Total MBE/WBE Contract Goal, %: 30%
Total Cumulative MBE/WBE
Participation on This Contract, %: _____

MBE/WBE subcontract payment made
during this reporting period (yes or no): _____

cc: Minority Business Office
Maricopa County Highway Building
3325 West Durango Street
Phoenix, Arizona 85009

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1990, by and between FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called the OWNER, acting by and through its BOARD OF DIRECTORS, and

_____ hereinafter called the CONTRACTOR.

WITNESSTH: That the said CONTRACTOR, for and in the consideration of the sum of _____ to be paid to him by the OWNER, in the manner and at the times hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees for himself, heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall construct, and complete in a workmanlike and substantial manner and to the satisfaction of the Chief Engineer and General Manager, a project for the Flood Control District of Maricopa County, designated as FCD Contract 90-18; Grading and Plating of the Operations and Maintenance Road at the Vineyard Flood Retarding Structure, Pinal County, Arizona, and furnish at his own cost and expense all necessary machinery, equipment, tools, apparatus, materials, and labor to complete the work in the most substantial and workmanlike manner according to the Plans and Construction Specifications on file with the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, and such modifications of the same and other directions that may be made by the Flood Control District of Maricopa County as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Construction Specifications (Invitation to Bid, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, Proposal, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any,) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.

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 in accordance with the requirements of A.R.S. Sec. 34-221, as amended. The CONTRACTOR agrees to discharge its obligations and make payments to its subcontractors and suppliers in accordance with A.R.S. Sec. 32-1129.

ARTICLE V - TERMINATION: The OWNER hereby gives notice that pursuant to A.R.S. Sec. 38-511(A) this contract may be cancelled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating a contract on behalf of the OWNER is, at any time while the contract or any extension of the contract is in effect, an employer agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Chief Engineer and General Manager of the OWNER is received by all of the parties to the contract. In addition, the OWNER may recoup any fee for commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the OWNER from any other party to the contract arising as a result of the contract.

ARTICLE VI - NEGOTIATION CLAUSE: Recovery of damages related to expenses incurred by the CONTRACTOR for a delay for which the OWNER is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between the CONTRACTOR and the OWNER. This provision shall be construed so as to give full effect to any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

ARTICLE VII - COMPLIANCE WITH LAWS: The CONTRACTOR is required to comply with all Federal, State and local ordinances and regulation. The CONTRACTOR's signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that the CONTRACTOR and any subcontractors employ to complete this project. It is understood that the OWNER shall conduct itself in accordance with the provisions of the Maricopa County Procurement Code.

ARTICLE VIII - MBE/WBE PROGRAM: Flood Control District of Maricopa County will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services to the Flood Control District of Maricopa County without being discriminated against on the grounds of race, religion, sex, age, or national origin.

ARTICLE IX - ANTI-DISCRIMINATION PROVISION: The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or handicap and further agrees not to engage in any unlawful employment practices. The CONTRACTOR further agrees to insert the foregoing provision in all subcontracts hereunder.

IN WITNESS WHEREOF: Five (5) 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.

PARTY OF THE FIRST PART

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF THE SECOND PART

BY: _____
Printed Name

BY: _____
CHAIRMAN, BOARD OF DIRECTORS

BY: _____
Signature

DATE: _____

Title
DATE: _____

Tax Identification Number

RECOMMENDED BY:

CHIEF ENGINEER AND GENERAL MANAGER
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

ATTEST:

CLERK OF THE BOARD

DATE: _____

LEGAL REVIEW

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

BY: _____
GENERAL COUNSEL, FLOOD CONTROL
DISTRICT OF MARICOPA COUNTY

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, in the County of Maricopa, 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 Flood Control District of Maricopa County, dated the ____ day of _____, 1990, for FCD Contract 90-18; Grading and Plating of the Operations and Maintenance Road at the Vineyard Flood Retarding Structure, 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 monies 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 was copied at length herein.

The prevailing party or any party which recovers judgement 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 _____, 1990.

PRINCIPAL SEAL

BY: _____

AGENCY OF RECORD

SURETY SEAL

BY: _____

BOND NUMBER.

POWER OF ATTORNEY SEAL

BY: _____

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 Flood Control District of Maricopa County, dated the ____ day of _____, 1990, for FCD Contract 90-18; Grading and Plating of the Operations and Maintenance Road at the Vineyard Flood Retarding Structure, 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 was 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 _____, 1990.

AGENCY OF RECORD

AGENCY ADDRESS

BOND NUMBER

POWER OF ATTORNEY

SEAL

BY: _____

PRINCIPAL

SEAL

BY: _____

SURETY

SEAL

BY: _____

CERTIFICATE OF INSURANCE

CONTRACT FCD 90-18

PROJECT TITLE Vineyard Flood Retarding Structure Grading & Plating

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

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	
	COMMERCIAL GENERAL <input checked="" type="checkbox"/> 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 PROPERTY DAMAGE each occurrence	COMBINED SINGLE LIMIT \$500
	COMPREHENSIVE AUTO <input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> OTHER The Flood Control District of Maricopa County shall be named as additional insured.				
	<input type="checkbox"/> OTHER				

Except for Workers' Compensation Insurance, the Flood Control District of Maricopa County is added as an additional insured in respect to liability arising in any manner out of the performance of any contract entered into between the insured and the Flood Control District or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order, or otherwise required. 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 thirty (30) days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

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 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, or others aforesaid shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

Firm

Date

Principal

Title

SUPPLEMENTARY GENERAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (FCDMC) PROJECT
FOR THE
CONSTRUCTION GRADING AND PLATING OF THE OPERATIONS AND MAINTENANCE ROAD
AT THE VINEYARD FLOOD RETARDING STRUCTURE, PINAL COUNTY, ARIZONA

FCD No. 90-18

SPECIFICATIONS: The work embraced herein and as shown on the plans for the construction of this project shall be completed in accordance with the following reference documents; (1) the Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction dated 1979, (2) the Maricopa County Highway Department (MCHD) Supplements to the Uniform Standard Specifications, and (3) the Supplementary General and Special Provisions contained herein. The latest published editions, including published revisions thereto of the above described documents shall be included.

Recovery of damages related to expenses incurred by the Contractor for a delay for which the Flood Control District of Maricopa County is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between the Contractor and the Flood Control District of Maricopa County. This provision shall not be construed to void any provisions in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

Subsection 101.2 - Definitions and Terms:

1. Change the definition of the phrase "Board of Supervisors" to being the Board of Directors acting under the authority of the laws of the State of Arizona and in their capacity of the Board of Directors of the FCDMC.
2. Change the definition of the phrase "Budget Project" to being a project financed by funds set aside in the annual budget or otherwise approved by the FCDMC Board of Directors.
3. Add to the definition of the phrase "Contract Documents", the phrase "Supplementary General Provisions".
4. Change the definition of the term "Engineer" to being the person appointed by the FCDMC Board of Directors to the office of Chief Engineer and General Manager of the FCDMC acting directly or through his authorized representative, the Chief of the FCDMC Construction and Operations Division.

5. Change the definition for the phrase "Notice of Award" to a letter from the FCDMC advising the Contractor that he is the successful bidder and the FCDMC has accepted his proposal.
6. Change the definition of the term "Owner" to the Flood Control District of Maricopa County, acting through it's legally constituted officials, officers, or employees.

Subsection 102.2 - Contents of Proposal Pamphlet: In case of a discrepancy or conflict the project plans will govern over the MCHD Supplements.

Subsection 102.5 - Preparation of Proposal: It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addenda have been issued by the Flood Control District. This may be accomplished by calling 602-262-1501. Any addendum issued, if not already bound into the Special Provisions, must be included as 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 addenda and show appropriate changes to the Bidding Schedule shall be invalid.

The bidder's Arizona State Contractor's License number and classifications shall be shown on the proposal. The Contractor may be required to provide certification of prior satisfactory completion for similar construction and shall include a copy of his license and the renewal certificate with the bid proposal.

Subsection 102.6 - Subcontractors' List: A list of subcontractors proposed to be employed on the project shall be submitted with the bid.

Subsection 103.6 - Contractor's Insurance: Concurrently with the execution of the contract, the Contractor shall furnish a Certificate of Insurance using the included Certificate or one of equal wording, that names the additional insureds as set out in the Certificate. The Certificate shall also name the additional insureds as Certificate Holders. The types of insurance and the limits of liability shall be as indicated on the included form.

Subsection 103.6.1(D) - Contractor's Insurance: Add additional insureds as indicated on the included Certificate of Insurance.

Subsection 104.1.1 - General: In addition, 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 105.6 - Cooperation with Utilities: An attempt has been made to determine the location of all underground utilities and drainage pipes, culverts, and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation(s) may be adjusted. Should the Contractor's operations result in damage to any utility the location of which has been brought to his attention, he shall assume full responsibility for such damage.

The Contractor shall contact Arizona Blue Stake (telephone number 263-1100) a minimum of two (2) working days before beginning any underground work. In addition, Blue Stake notification(s) shall be maintained on a current basis.

Subsection 105.8 - Construction Stakes, Lines, and Grades: Add the following to MAG:

1. The Engineer will set the project survey control line which the construction contractor will use to set line and grade for all construction. The control line shall consist of (1) alignment staking at an interval appropriate to the project requirements and (2) elevation controls, both of which shall be at frequent enough intervals to maintain a line of sight between staking. All other surveying required for the project shall be the contractor's responsibility. The Engineer will not set any construction stakes.
2. Before any construction work is started, the Engineer shall perform all base surveys and cross sections of existing conditions that may be required as a basis for quantity determination.

Subsection 107.1 - Laws to be Observed: In addition, 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).

Subsection 107.2 - Permits: The Contractor shall be responsible for obtaining all permits and licenses, pay all other charges, fees, taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Subsection 107.5.2 - Compliance with the Arizona Communication Standard: The Owner will provide the Contractor with Material Safety Data Sheets (MSDS) for any products known to exist on the site that are deemed health hazards. The Contractor will provide a copy of Owner-provided MSDS to all subcontractors.

The Contractor will provide the Owner and all subcontractors with MSDS for any products that have or are deemed health hazards that will be brought onto the site or created on the site by either the Contractor or by any subcontractors.

The Contractor will provide the Owner with a statement certifying that all personnel (Contractor and subcontractor) employed by the Contractor or by a subcontractor on the job site have received the required Hazard Communication Standard training.

Subsection 108.4 - Contractor's Construction Schedule: The Contractor shall submit his proposed work progress schedule to the Engineer at the pre-construction conference for approval. No work shall be started until such approval is given.

Subsection 108.5 - Limitations of Operations: Should the Contractor elect to perform any work after regular working hours, on weekends, or legal holidays, any charges incurred by the District for inspection of the work, surveys, or tests of materials will be deducted from monies due or to become due to the Contractor.

Subsection 108.9 - Failure to Complete on Time: The actual cost per calendar day incurred by the District for Consultant Administrative and Inspection Services on this project will be added to the daily charges as indicated by TABLE 108, LIQUIDATED DAMAGES, and will be deducted from monies due or to become due to the Contractor for each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer. Nothing contained in this provision shall prohibit the District from deducting from monies due or to become due to the Contractor for any other costs incurred by the District directly attributable to the delay in completing this contract.

Subsection 109.1 - Measurement of Quantities: Measurement for payment shall be made for the actual work completed as determined by the Engineer. Payment will be made at the bid unit price per lineal foot, which price shall include the cost of all labor, materials, tools, equipment, transportation, permits, and incidentals required for performing the work as specified. Monthly Progress Payments of ninety percent (90%) of the agreed to value of the work accomplished shall be made by the District if requested by the Contractor. Measurements of placed materials and/or constructed items will be made after completion of the project to determine compliance with the specifications. Any deficiencies in thickness or width shall be corrected by the contractor before acceptance by the FCDMC.

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.

SUBSECTION 109.2 - SCOPE OF PAYMENT:

In addition to the contained provisions, the work under this section shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work operations that must be performed and costs incurred prior to beginning work on the various items on the project site.

Mobilization will be measured for payment as a lump sum, a single complete unit or work.

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, when so called for in the Bid Schedule, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work required. If payment for mobilization is not a separate bid item, then such costs shall be considered incidental.

Subsection 109.7 - Payment for Bond Issue and Budget Projects: Add the following to MAG.

1. Both progress and final pay estimates will be initially processed by the FCDMC's Construction and Operations Division on Tuesdays only, Tuesdays being the only day the Contractor may submit a pay estimate.

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY PROJECT

FOR THE

GRADING AND PLATING OF THE OPERATIONS AND MAINTENANCE ROAD
AT THE VINEYARD FLOOD RETARDING STRUCTURE, PINAL COUNTY, ARIZONA

FCD No. 90-18

Subsection 102.4 - Examination of Plans, Constructions Specifications, and Site of Work: Access to actual work sites is restricted by locked gates at access points. Prospective bidders wanting to examine the sites in order to make their own determination of the work involved may make arrangements to do so by contacting the Operations and Maintenance Branch Chief at 262-1501.

Subsection 105.2 - Plans and Shop Drawings: There are no plan or shop drawing submittal requirements for this project other than those specifically identified herein.

Subsection 105.6 - Cooperation With Utilities: In addition the general provision requirements, the following phone numbers should put the Contractor in contact with the proper personnel:

Flood Control District.....	262-1501
US West Communications.....	831-4647
Arizona Public Service.....	371-7171
Salt River Project.....	236-8888

Subsection 109.1 - Measurement of Quantities: The specified width of the plating layer is twelve (12) feet plus the side tapers for any of the materials used and the specified thickness is four (4) inches of Crushed Aggregate or Processed Natural Material, or Decomposed Granite.

Subsection 225.1 - Description: Watering shall consist of sprinkling the crest and of the structure all other areas to be graded prior to the grading operation and after the placing and spreading of the untreated base material. The final application of water shall be such that the untreated base will be thoroughly wetted prior to the rolling operation. The cost of watering will be included in the bid price for the items listed.

The use of pressure pumps and spray bars on all sprinkling equipment used for the application of water will be required. The use of gravity flow spray bars and splash plates will not be permitted.

Subsection 301.1 - Description: Subgrade preparation shall consist of grading the crests of the structures and all other areas scheduled to receive plating material. The grading will be done for the purpose of smoothing the surface only and not for any extensive excavation or filling operation. Line control will not be required; however, the completed work shall be centered, as near as practicable, on the crest of the structure. Grade control will be required in so far as both subgrade and finish grade cross slope shall match the design slope of 4.76 percent to the upstream face of the structure as shown on the typical Plating Section, Plan sheet No. 2.

Untreated base shall consist of furnishing and placing at the Contractors option, either Crushed Aggregate (Aggregate Base), Processed Natural Material, or Decomposed Granite. The Contractor will furnish information to the Flood Control District indicating that the material to be used for untreated base on this project meets the requirements of Section 702, BASE MATERIALS, of the MAG Specifications. This information may consist of the results of previous tests, approvals, or other information deemed acceptable by the FCDMC. Untreated Base shall be compacted to a relative density of not less than eighty-five (85) percent as determined under Section 301 of the MAG Specifications. The minimum width of the untreated base shall be twelve (12) feet and the minimum thickness shall be four (4) inches for Crushed Aggregate (Aggregate Base), Processed Natural Material or, Decomposed Granite. Note that the side tapers of the plate section are in addition to the full width (12 feet) plate section.

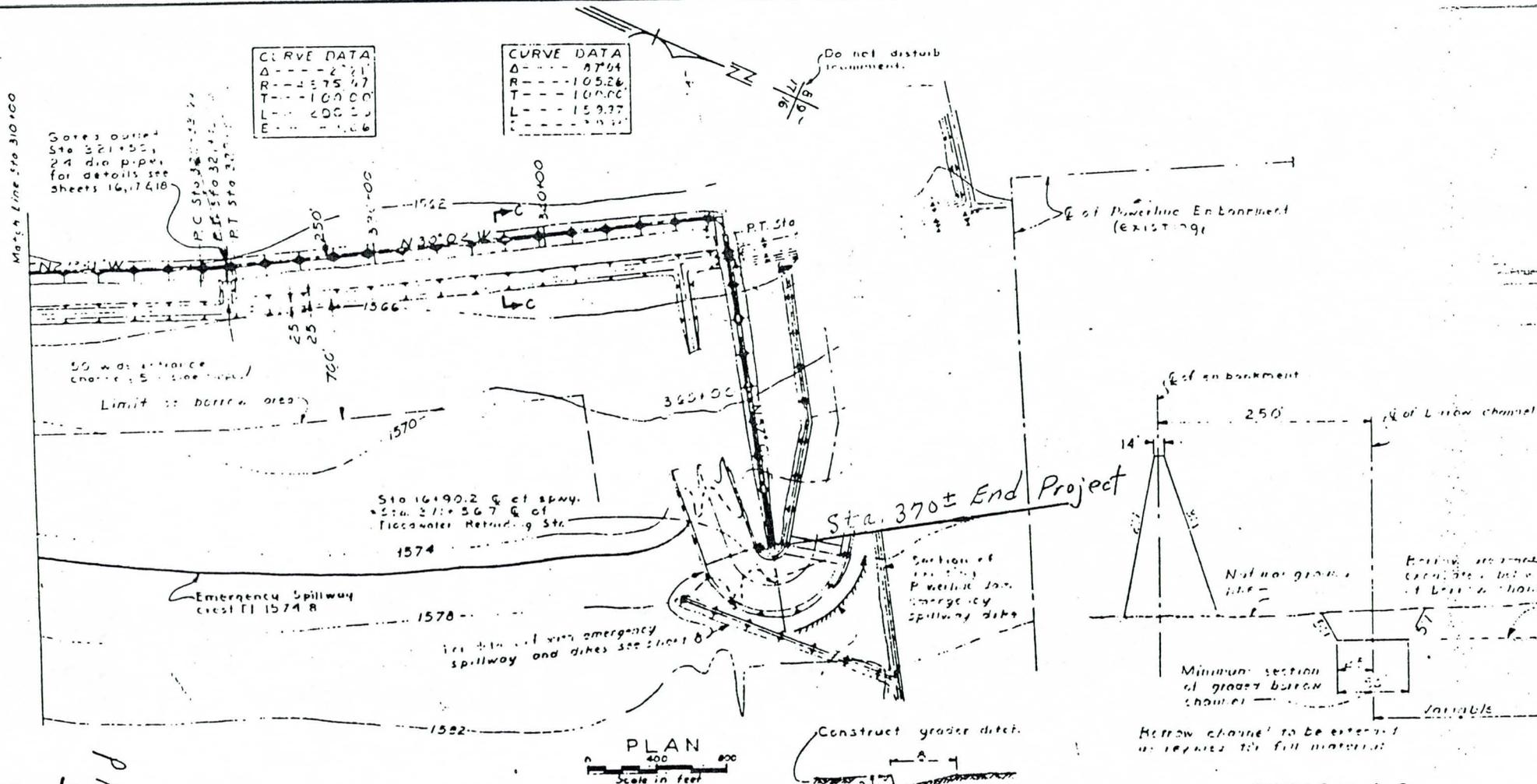
Each access ramp to the dam crest shall be graded and plated from the dam crest to the bottom of the ramp.

CURVE DATA

Δ	27.21
R	1375.47
T	100.00
L	200.00
E	1.06

CURVE DATA

Δ	87.04
R	1052.6
T	100.00
L	159.77
E	1.06



SECTION C-C
Not to scale

Note: For typical embankment section see sheet 3

96-18
Plan Sheet
5 of 5

