ENGINEERING DIVISION
LIBRARY

Bill Anthony, Inspector
City of Scottsdale

SPECIAL PROVISIONS
FOR
CACTUS BASIN OUTLET STORM DRAIN

CONTRACT NO. FCD 82-24

Property of
Flood Control District of MC Library
Please Return to
2801 W. Durango
Phoenix, AZ 85009

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 82-24

CACTUS BASIN OUTLET STORM DRAIN

ADDENDUM #1

October 7, 1982

The Specifications and Plans are hereby amended as follows:

SPECIFICATIONS

Page	Paragraph	Correction
4 of 19 (Spec. Prov.)	2.6	Delete the sentence "The welded wire fabric shall be "mat type" and "roll type" shall not be allowed." Add the sentence "Either "mat type" or "roll type" welded wire fabric shall be allowed."
3 of 10 (Bid Schdl.)	1.1	Draw a line through the quantity 3505 for L.F. of 60" pipe - Not under street, less than 12 feet deep. Enter the number 2619 in the quantity column.
3 of 10 (Bid Schdl.)	1.3	Draw a line through the quantity 602 for L.F. of 60" Pipe - Under Street, less than 12 feet deep. Enter the number 1488 in the quantity column.

PLANS

Sheet #	Correction
2	In detail "Typical Drainage Channel, Section A-A" change note reading " 3" (min.) - pneumatically-placed mortar on 4x4/14x14 WWF" to read " 3" (min.)-pneumatically-placed mortar on 6x6 - 10/10 WWF (or equivalent area of steel)".

The following changes are due to future streets related to a proposed development west of the 71st St. Channel. Pavement replacement quantities are not affected.

21	Sta 0+65 to 1+20: To be designated as " 60" Pipe-Not under street, less than 12 ft. deep"
	Sta 1+20 to 4+80: To be designated as " 60" Pipe - under street, less than 12 ft. deep"
	Sta 4+80 to 7+80: To be designated as " 60" Pipe - Not under street, less than 12 ft. deep"
	Sta 7+80 to 12+65: To be designated as " 60" Pipe - Under street, less than 12 ft. deep"
22	Sta 0+35 to 0+65: To be designated as " 60" Pipe - Not under street, less than 12 ft. deep"

Sta 12+65 to 13+05.75: To be designated as " 60" Pipe - Under street, less than 12 ft. deep".

THIS ADDENDUM SHALL BE STAPLED INSIDE THE COVER OF THE PROJECT SPECIFICATION BOOK AND RECEIPT ACKNOWLEDGED ON PAGE 8 of 10 (BIDDING SCHEDULE).

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT NO. FCD 82-24

TABLE CONTENTS:

1. Invitation for Bids
2. Bid Form
3. Construction Special Provisions
4. No Collusion Affidavit
5. Contract
6. Statutory Payment Bond
7. Statutory Performance Bond
8. Certificate of Insurance
9. Drawings: Cactus Basin Outlet Storm Drain Sheets 1 through 23

INVITATION FOR BIDS
(Construction Contract)

Project:
Cactus Basin Outlet
Storm Drain
Location:
Along Scottsdale Rd. from Cactus to Cholla,
Along Cholla from Scottsdale to 71st St.,
Along the 71st Street Alignment from Cholla to Shea
and adjacent areas in Scottsdale, Arizona.

Ref. Invitation FCD 82-24
Date: July 30, 1982
Issued by: Flood Control District
Maricopa County

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, October 19, 1982. 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.

PRE-BID Conferance will be held at the Flood Control District Offices, 3335 W. Durango Street, Phoenix, Arizona on September 21, 1982 at 10:00 A.M.

DESCRIPTION OF WORK:

1. Pipe Installation: Installation of 5304 L.F. of 60" pipe under pavement and not under pavement plus small quantities of 24" pipe and 24" slotted drain. Pipe material may be precast concrete, cast in place or metal meeting the requirements of Special Provision Section 7.0

2. Concrete Work & Structures: Construction of slope protection, two pipe outlet structures, one pipe inlet structure, 25 L.F. of 12 X 9 culvert extention, three catch basins and 4 manholes

3. Earthwork: 10,318 C.Y. basin and channel excavation, 27 C.Y. berm fill and small areas to clear.

4. Street and Surface Work: Various types and quantites of asphalt pavement, concrete curbs and barricade replacements in the construction area plus 797 S.Y. of asphalt channel bottom and 1175 L.F. of flush curb.

5. Miscellaneous Work: Underground utilities, metal railings, posts, and grates plus traffic signal system replacements and other removals.

6. Alternate Work: Special finish for concrete surfaces and Scottsdale Road widening for 660'± south of Cactus Road (this work will be part of contract only if approved by Scottsdale)

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN ONE HUNDRED EIGHTY (180) 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.

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 82-24
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 Base and Alternate 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.

   Contract will be awarded to the low BASE BID. All or selected Alternate Bid items of work will not be part of the contract until accepted by the City of Scottsdale.

   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, AZ 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 82-24
SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work
Along Scottsdale Rd. From Cactus to Cholla
Along Cholla from Scottsdale to 71st St.,
Along the 71st St. Alignment from Cholla to Shea
and adjacent areas in Scottsdale, Arizona.

Project Bid Range. The cost of the proposed work under this contract is anticipated to range from $700,000 to $800,00.

Contract Plans, Special Provisions and Contract Documents: Plans, Special Provisions, and forms for proposal, Bidding Scheudle, Contract Agreement and Performance Bond may be obtained from the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, upon payment of $20.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded. Plans only can be purchased for $15, not refundable.

APPROXIMATE QUANTITY (major items only)
See Proposal For All Bid Items

QUANTITY	UNIT	DESCRIPTION
5304	L.F.	60" Pipe (RCP, CCIP, or Metal)
25	L.F.	12 X 9 Culvert Extension ADOT B-02.10
1	EA.	Concrete Inlet Strecture W/60" Pipe ADOT C-14.02
2	EA.	Concrete Outlet Structure ADOT C-16.01 & C-14.02 MOD
2040±	S.Y.	6" Concrete on Wire Mesh for Slope Protection
10,300±	C.Y.	Excavation of Channels and Basins
2200 ±	S.Y.	Asphalt Pavement (new areas; replacement; 2" to4" depth)

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:

Invitation: FCD 82-24
Date: March 1, 1982

Cactus Basin Outlet

Location:
Along Scottsdale Road from Cactus to Cholla,
along Cholla from Scottsdale to 71st Street,
along the 71st Street Alignment from Cholla to Shea
and adjacent areas in Scottsdale, Arizona.

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

The following Proposal is made on behalf of _____

_____ and no others. The Total Base Bid 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 Base 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 Base Bidding Schedule.

Furthermore, the total alternate bid 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 ALTERNATE BIDDING schedule. 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 ALTERNATE bidding schedule, provided that notification of acceptance of all or selected alternate bid items of work by the City of Scottsdale is received within 30 days of the bid opening date.

BIDDING SCHEDULE
BASE BID WORK

Project: Cactus Basin Outlet
Storm Drain

Contract: 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
1.1	3505	L.F.	60" Pipe - Not under street, less than 12 feet deep			
1.2	960	L.F.	60" Pipe - Not under street, more than 12 feet deep			
1.3	602	L.F.	60" Pipe - Under Street less than 12 feet deep			
1.4	237	L.F.	60" Pipe - Under street, more than 12 feet deep			
1.5	10	EA.	60" Concrete Pipe Collars			
1.6	1	L.S.	24" Pipe for slotted drain connection			
1.7	42	L.F.	24" R.C.P. Slotted drain			
1.8	1	L.S.	30" Pipe stub & plug			
2.1	1978	S.Y.	6" Concrete w/wire mesh slope protection - "A"			
2.2	62	S.Y.	6" Concrete w/wire mesh slope protection - "B"			
2.3	1	L.S.	Cactus Basin Outlet Structure			

BIDDING SCHEDULE
BASE BID WORK

Project: Cactus Basin Outlet
Storm Drain

Contract: 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
2.4	1	L.S.	Shea Culvert Wingwalls and Apron			
2.5	1	L.S.	Mescal Park Outlet Structure			
2.6	5241	S.F.	3" Pneumatically - placed mortar			
2.7	1	L.S.	Cactus Basin Storm Drain inlet structure			
2.8	1	L.S.	Culvert Extension at Shea & 71st Street			
2.9	4	EA.	Manholes			
2.10	2	EA.	Catch Basin - MAG Std. Det. 535			
2.11	1	L.S.	Catch Basin MAG Std. Det. 530			
2.12	1	EA.	60" Pipe Plug			
3.1	10,318	C.Y.	Excavation			
3.2	27	C.Y.	Compacted Fill			
3.3	1	L.S.	Clear & Grub			
4.1	1215	S.Y.	Street Pavement Replacement			

BIDDING SCHEDULE
BASE BID WORK

Project: Cactus Basin Outlet
Storm Drain

Contract: 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
4.2	50	S.Y.	Asphalt Driveway Replacement			
4.3	797	S.Y.	Asphalt Surface for Drainageway			
4.4	1	L.S.	Edge Pavement Replacement			
4.5	136	S.Y.	Pavement Taper over the Shea Culvert			
4.6	80	S.Y.	6" A.B.C. under Concrete Drainageway Bottom			
4.7	179	S.F.	Concrete Walk & Driveway			
4.8	199	L.F.	Concrete Curb & Gutter			
4.9	1175	L.F.	Flush Curbs			
4.10	1	EA.	Survey Monument			
4.11	51	L.F.	Barricades			
4.12	4	EA.	Delineators			
5.1	2	EA.	6" C.I.P. Waterline Drops			
5.2	7	EA.	Utility line pipe Supports			
5.3	13	L.F.	Sewer Encasement			

Project: Cactus Basin Outlet Storm Drain
Contract: FCD 82-24

BIDDING SCHEDULE
BASE BID WORK

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writting) and /100 dollars	Unit Cost	Extended Amount
5.4	101	L.F.	Three-Bar Handrails			
5.5	22	L.F.	One-Bar Handrails			
5.6	19	L.F.	Post and Cable			
5.7	4	EA.	Pipe Barrier Posts in Drainageway			
5.8	1	L.S.	Inlet Structure Metal Grate			
5.9	2	EA.	Outlet Structure Metal Grates			
5.10	1	L.S.	Traffic Signal Work			
5.11	1	L.S.	Traffic Control			
5.12	1	L.S.	Miscellaneous Removals and Replacements			

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

_____

Total Base Bid _____

BIDDING SCHEDULE
ALTERNATE BID WORK

Project: Cactus Basin Outlet
Storm Drain
Contract: 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
6.1	1978	S.Y.	Slope Protection "A"			
6.2	62	S.Y.	Slope Protection "B"			
6.3	1	L.S.	Cactus Basin Outlet Structure Surface "C"			
6.4	1	L.S.	Shea Culvert Wingwalls and Apron Surface "C"			
6.5	1	L.S.	Mescal Park Outlet Structure Surface "C"			
6.6	1	L.S.	Sawcut & remove Pavement			
6.7	1	L.S.	Subgrade Preparation			
6.8	1407	S.Y.	New A.C Pavement 4" AC/4" ABC/11" Select			
6.9	588	L.F.	6" Vertical Curb & Gutter			

BIDDING SCHEDULE
ALTERNATE BID WORK

Project: Cactus Basin Outlet
Storm Drain
Contract: FCD 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
6.10	293	S.F.	Curb Return Apron			
6.11	5230	S.F.	Concrete Sidewalk and Bikepath			
6.12	1	L.S.	Catch Basin - MAG Std. Det. 531			

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

_____

Total Alternate Bid _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project:

Invitation: FCD 82-24
Date: March 1, 1982

Cactus Basin Outlet

Location:
Along Scottsdale Road from Cactus to Cholla,
along Cholla from Scottsdale to 71st Street,
along the 71st Street Alignment from Cholla to Shea
and adjacent areas in Scottsdale, Arizona.

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

The following Proposal is made on behalf of KIP, INCORPORATED

_____ and no others. The Total Base Bid contract amount of this proposal is (in words) Five Hundred Twenty-Four Thousand Six Hundred Seven and NO /100 dollars, (in figures) 524,607.00. This amount being the sum total of the extended amount for each pay item on the Base 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 Base Bidding Schedule.

Furthermore, the total alternate bid contract amount of this proposal is

(in words) SIXTY-FOUR THOUSAND SEVEN HUNDRED FORTY-FOUR

_____ and _____ No/100/dollars,

(in figures) 64,744.00. This amount being the sum total of the extended amount for each pay item on the ALTERNATE BIDDING schedule. 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 ALTERNATE bidding schedule, provided that notification of acceptance of all or selected alternate bid items of work by the City of Scottsdale is received within 30 days of the bid opening date.

BIDDING SCHEDULE
BASE BID WORK

Project: Cactus Basin Outlet
Storm Drain

Contract: 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
1.1	~~3505~~ 2619 RBK 886	L.F.	60" Pipe - Not under street, less than 12 feet deep	FIFTY-SEVEN AND NO/100 DOLLARS	57.00	149,283.00
1.2	960	L.F.	60" Pipe - Not under street, more than 12 feet deep	FIFTY-SEVEN AND NO/100 DOLLARS	57.00	54,720.00
1.3	~~602~~ 1488 RBK 886	L.F.	60" Pipe - Under Street less than 12 feet deep	FIFTY-SEVEN AND NO/100 DOLLARS	57.00	84,816.00
1.4	237	L.F.	60" Pipe - Under street, more than 12 feet deep	FIFTY-SEVEN AND NO/100 DOLLARS	57.00	13,509.00
1.5	10	EA.	60" Concrete Pipe Collars	FOUR HUNDRED AND NO/100 DOLLARS	400.00	4,000.00
1.6	1	L.S.	24" Pipe for slotted drain connection	FIVE THOUSAND AND NO/100 DOLLARS	5,000.00	5,000.00
1.7	42	L.F.	24" R.C.P. Slotted drain	NINETY AND NO/100 DOLLARS	90.00	3,780.00
1.8	1	L.S.	30" Pipe stub & plug	SEVEN HUNDRED AND NO/100 DOLLARS	700.00	700.00
2.1	1978	S.Y.	6" Concrete w/wire mesh slope protection - "A"	SIX AND NO/100 DOLLARS	6.00	11,868.00
2.2	62	S.Y.	6" Concrete w/wire mesh slope protection - "B"	FORTY AND NO/100 DOLLARS	40.00	2,480.00
2.3	1	L.S.	Cactus Basin Outlet Structure	ELEVEN THOUSAND AND NO/100 DOLLARS	11,000.00	11,000.00

341,156

Sheet 7

BIDDING SCHEDULE
BASE BID WORK

Project: Cactus Basin Outlet
Storm Drain

Contract: 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
2.4	1	L.S.	Shea Culvert Wingwalls and Apron	Twelve Thousand and NO/100 Dollars	12,000.00	12,000.00
2.5	1	L.S.	Mescal Park Outlet Structure	Four Thousand Two Hundred and NO/100 Dollars	4,200.00	4,200.00
2.6	5241	S.F.	3" Pneumatically - placed mortar	One Dollar and 50/100 Dollars	1.50	7,861.50
2.7	1	L.S.	Cactus Basin Storm Drain inlet structure	Thirteen Thousand and NO/100 Dollars	13,000.00	13,000.00
2.8	1	L.S.	Culvert Extension at Shea & 71st Street	Thirteen Thousand and NO/100 Dollars	13,000.00	13,000.00
2.9	4	EA.	Manholes	Eighteen Hundred and NO/100 Dollars	1,800.00	7,200.00
2.10	2	EA.	Catch Basin - MAG Std. Det. 535	One Thousand and NO/100 Dollars	1,000.00	2,000.00
2.11	1	L.S.	Catch Basin MAG Std. Det. 530	Two Thousand and NO/100 Dollars	2,000.00	2,000.00
2.12	1	EA.	60" Pipe Plug	Six Hundred and NO/100 Dollars	600.00	600.00
3.1	10,318	C.Y.	Excavation	Two Dollars and 75/100 Dollars	2.75 [redacted]	28,374.50 [redacted]
3.2	27	C.Y.	Compacted Fill	Ten Dollars and NO/100 Dollars	10.00	270.00
3.3	1	L.S.	Clear & Grub	Ten Thousand and NO/100 Dollars	10,000.00	10,000.00
4.1	1215	S.Y.	Street Pavement Replacement	Five Dollars and NO/100 Dollars	5.00	6,075.00

Sheet 22

Sheet 3

106,581

BIDDING SCHEDULE
BASE BID WORK

Project: Cactus Basin Outlet
Storm Drain

Contract: 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
4.2	50	S.Y.	Asphalt Driveway Replacement	EIGHTEEN AND NO/100 DOLLARS	18.00	900.00
4.3	797	S.Y.	Asphalt Surface for Drainageway	NINETEEN AND NO/100 DOLLARS	19.00	15,143.00
4.4	1	L.S.	Edge Pavement Replacement	FOUR HUNDRED AND NO/100 DOLLARS	400.00	400.00
4.5	136	S.Y.	Pavement Taper over the Shea Culvert	TEN DOLLARS AND NO/100 DOLLARS	10.00	1360.00
4.6	80	S.Y.	6" A.B.C. under Concrete Drainageway Bottom	THREE DOLLARS AND NO/100 DOLLARS	3.00	240.00
4.7	179	S.F.	Concrete Walk & Driveway	THREE DOLLARS AND NO/100 DOLLARS	3.00	537.00
4.8	199	L.F.	Concrete Curb & Gutter	TEN DOLLARS AND NO/100 DOLLARS	10.00	1990.00
4.9	1175	L.F.	Flush Curbs	NINE DOLLARS AND NO/100 DOLLARS	9.00	10,575.00
4.10	1	EA.	Survey Monument	ONE HUNDRED AND NO/100 DOLLARS	100.00	100.00
4.11	51	L.F.	Barricades	THIRTY-FIVE AND NO/100 DOLLARS	35.00	1785.00
4.12	4	EA.	Delineators	FIFTY AND NO/100 DOLLARS	50.00	200.00
5.1	2	EA.	6" C.I.P. Waterline Drops	THREE THOUSAND AND NO/100 DOLLARS	3,000.00	6,000.00
5.2	7	EA.	Utility line pipe Supports	FOUR HUNDRED AND NO/100 DOLLARS	400.00	2,800.00
5.3	13	L.F.	Sewer Encasement	FIFTY AND NO/100 DOLLARS	50.00	650.00

42680

Project: Cactus Basin Outlet Storm Drain
Contract: FCD 82-24

BIDDING SCHEDULE
BASE BID WORK

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writting) and /100 dollars	Unit Cost	Extended Amount
5.4	101	L.F.	Three-Bar Handrails	THIRTY-FIVE AND NO/100 DOLLARS	35.00	3535.00
5.5	22	L.F.	One-Bar Handrails	TWENTY-FIVE AND NO/100 DOLLARS	25.00	550.00
5.6	19	L.F.	Post and Cable	FIFTEEN AND NO/100 DOLLARS	15.00	285.00
5.7	4	EA.	Pipe Barrier Posts in Drainageway	THIRTY AND NO/100 DOLLARS	30.00	120.00
5.8	1	L.S.	Inlet Structure Metal Grate	TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS	2200.00	2200.00
5.9	2	EA.	Outlet Structure Metal Grates	FIVE HUNDRED FIFTY AND NO/100 DOLLARS	550.00	1100.00
5.10	1	L.S.	Traffic Signal Work	FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS	5400.00	5400.00
5.11	1	L.S.	Traffic Control	SIX THOUSAND AND NO/100 DOLLARS	6000.00	6000.00
5.12	1	L.S.	Miscellaneous Removals and Replacements	FIFTEEN THOUSAND AND NO/100 DOLLARS	15,000.00	15,000.00

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

No. 1 Dated Oct 7, 1982

34198.00

Total Base Bid 524,607.00 ✓

BIDDING SCHEDULE
ALTERNATE BID WORK

Project: Cactus Basin Outlet Storm Drain
Contract: 82-24

Alternate Bid # 10,980.00, 6.1 thru 6.5

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
6.1	1978	S.Y.	Slope Protection "A"	Four Dollars and 50/100 Dollars	4.50	8901.00
6.2	62	S.Y.	Slope Protection "B"	Four Dollars and 50/100 Dollars	4.50	279.00
6.3	1	L.S.	Cactus Basin Outlet Structure Surface "C"	Seven Hundred and no/100 Dollars	700.00	700.00
6.4	1	L.S.	Shea Culvert Wingwalls and Apron Surface "C"	Eight Hundred and no/100 Dollars	800.00	800.00
6.5	1	L.S.	Mescal Park Outlet Structure Surface "C"	Three Hundred and no/100 Dollars	300.00	300.00
6.6	1	L.S.	Sawcut & remove Pavement	Two Thousand and no/100 Dollars	2000.00	2000.00
6.7	1	L.S.	Subgrade Preparation	Four Thousand Four Hundred and no/100 Dollars	4400.00	4400.00
6.8	1407	S.Y.	New A.C Pavement 4" AC/4" ABC/11" Select	Nineteen and no/100 Dollars	19.00	26,733.00
6.9	588	L.F.	6" Vertical Curb & Gutter	Nine and no/100 Dollars	9.00	5292.00

BIDDING SCHEDULE
ALTERNATE BID WORK

Project: Cactus Basin Outlet Storm Drain
Contract: FCD 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
6.10	293	S.F.	Curb Return Apron	THREE DOLLARS AND NO/100 DOLLARS	3.00	879.00
6.11	5230	S.F.	Concrete Sidewalk and Bikepath	TWO DOLLARS AND NO/100 DOLLARS	2.00	10,460.00
6.12	1	L.S.	Catch Basin - MAG Std. Det. 531	FOUR THOUSAND AND NO/100 DOLLARS	4000.00	4000.00

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

No. 1 Oct 7, 1982

Total Alternate Bid 64,744.00

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: Oct 19, 1982.

IF BY A CORPORATION: KIP INCORPORATED
12116 EAST RIGGS RD.
CHANDLER, AZ 85224

(Corporate Name) (Corporation Address)

By: Jim Eischen
JIM EISCHEN VICE-PRESIDENT

**Incorporated under the Laws of California

Names and Addresses of Officers:

GILBERT G. LYNCH (President) — 6940 TREMONT RD, DIXON, CA. (Address)

ISABEL GERONIMO (Secretary) — 6940 TREMONT RD, DIXON, CA. (Address)

CYRIL E. PHILLIPS (Treasurer) — 6940 TREMONT RD, DIXON, CA. (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 Corporation was chartered and names, title, and business address of the President, Secretary, and Treasurer must be shown.

Copy

City of Scottsdale, Arizona

INTER OFFICE MEMORANDUM

TO: Bill Anthony, City Inspector

FROM: Bill Leimkuehler, Capital Improvements Engineering

SUBJECT: Cactus Basin Outlet Storm Drain Project No. 7855

mail to

I have discused the shop drawing requirments on steel detailing with Earl Kirby of the County Flood Control District and we agreed that a review of reinforcing bar schedules will be done under our inspection agreement with the County.

The details and notes on plan sheets 3, 5 and 6 include sufficient information on rebar and concrete placement to construct the inlet structure in the Cactus Basin and shop drawings for that one installation will not be required.

Signed B Leimkuehler Registered Civil Engineer

Date 2/3/83

REPLY

Signed _____ Date _____

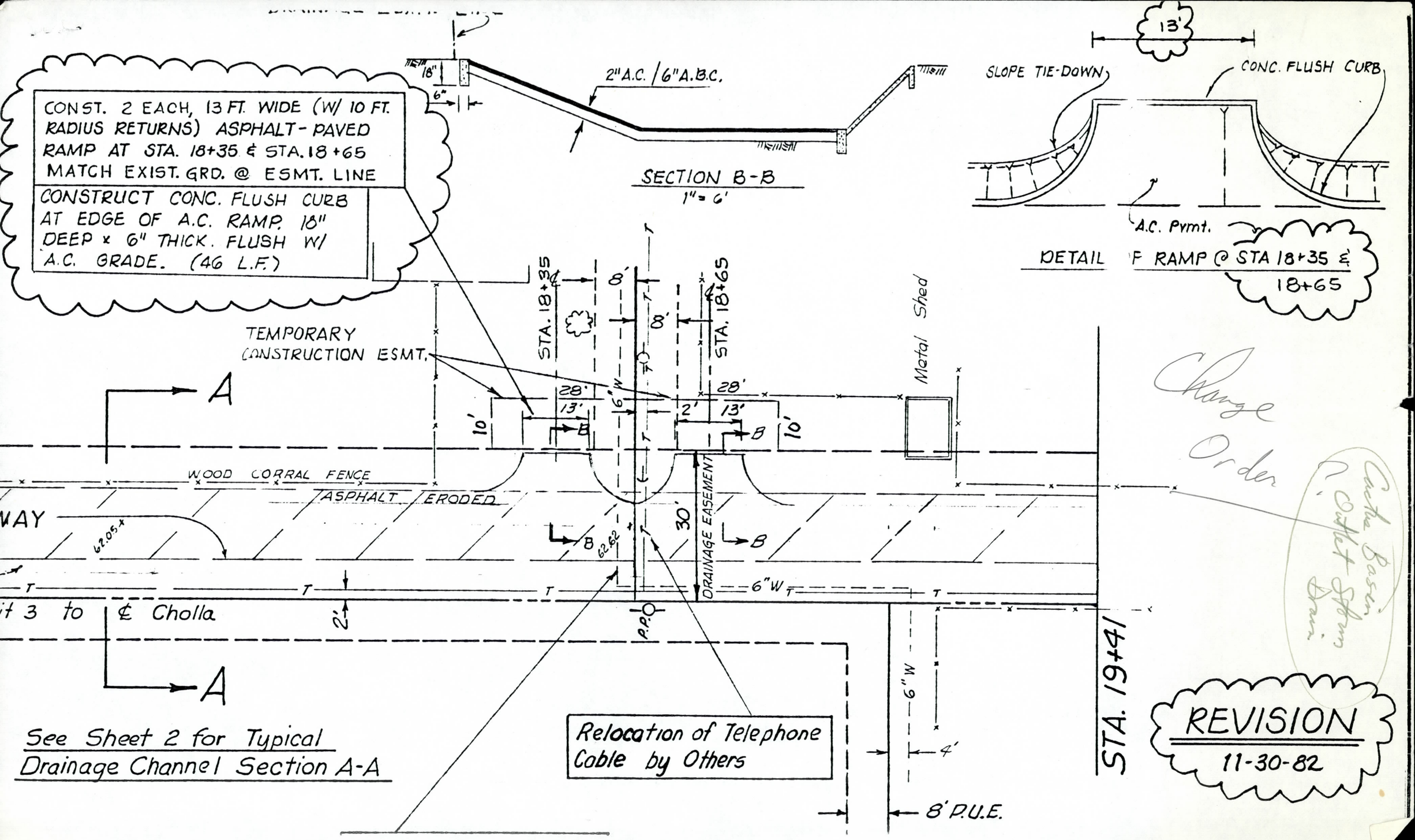
COPY DISTRIBUTION *WHITE - ADDRESSEE* *PINK - ORIGINATOR* *CANARY - ADDRESSEE RETURN*

MS5-0269 (12-75)

FLOOD CONTROL DISTRICT
RECEIVED
FEB 7'83

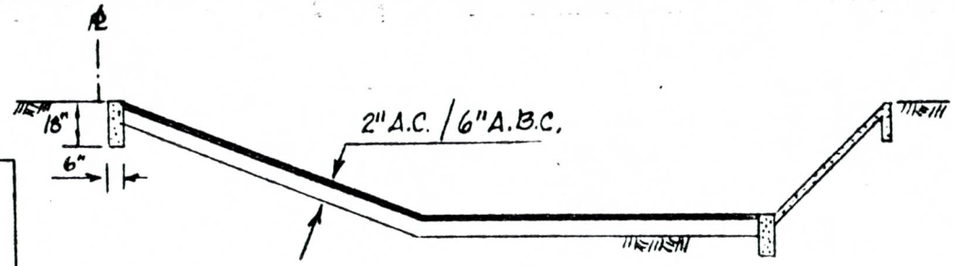
	CH ENG		HYDRO
	ASST		LMgt
	ADMIN		SUSP
1	Supt		FILE
	ENGR		DESTROY
		3	EOK

REMARKS ✓ ER

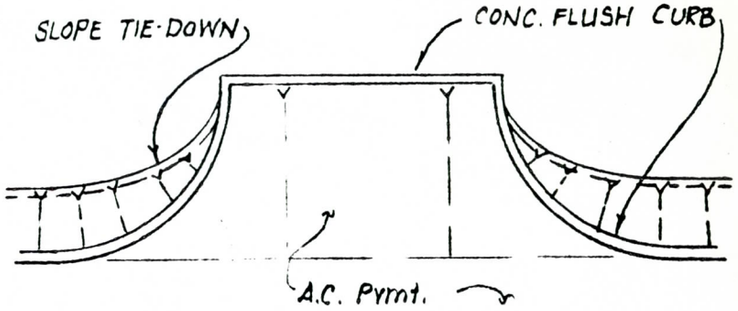

CONST. 2 EACH, 13 FT. WIDE (W/ 10 FT. RADIUS RETURNS) ASPHALT-PAVED RAMP AT STA. 18+35 & STA. 18+65 MATCH EXIST. GRD. @ ESMT. LINE
CONSTRUCT CONC. FLUSH CURB AT EDGE OF A.C. RAMP. 18" DEEP x 6" THICK. FLUSH W/ A.C. GRADE. (46 L.F.)
18"
6"
2" A.C. / 6" A.B.C.
SECTION B-B
1" = 6'
13'
SLOPE TIE-DOWN
CONC. FLUSH CURB
A.C. Pvmt.
DETAIL OF RAMP @ STA 18+35 & 18+65
TEMPORARY CONSTRUCTION ESMT.
STA. 18+35
STA. 18+65
8'
8'
28'
13'
2'
28'
13'
10'
10'
6"W
Metal Shed
A
A
B
B
B
B
WOOD CORRAL FENCE
ASPHALT ERODED
WAY
62.05
62.62
30'
DRAINAGE EASEMENT
6"W
2'
P.P.
it 3 to ℄ Cholla
6"W
4'
8' P.U.E.
STA. 19+41
See Sheet 2 for Typical Drainage Channel Section A-A
Relocation of Telephone Cable by Others
Change Order
Cactus Basin Outlet Storm Drain
REVISION
11-30-82

CONSTRUCT NEW 15 FT. WIDE (W/ 10 FT. RADIUS RETURNS) ASPHALT-PAVED RAMP AT STA. 18+35. MATCH EXIST. GROUND @ ESMT. LINE.

CONSTRUCT CONC. FLUSH CURB AT EDGE OF A.C. RAMP. 18" DEEP x 6" THICK. FLUSH W/ A.C. GRADE. (46 L.F.)



SECTION B-B
1" = 6'



DETAIL OF RAMP @ STA 18+35

TEMPORARY CONSTRUCTION ESMT.

STA 18+35.

Metal Shed

WOOD CORRAL FENCE

ASPHALT PAVED

Unit 3 to ℄ Cholla

Relocation of Telephone Coble by Others

STA. 19+41

See Sheet 2 for Typical Drainage Channel Section A-A

Copy

FLOOD CONTROL DISTRICT
of
Maricopa County

3335 West Durango Street • Phoenix, Arizona 85009
Telephone (602) 262-1501

BOARD of DIRECTORS
George L. Campbell, Chairman
Hawley Atkinson
[illegible]
Ed Pastor

D. E. Sagramoso, P.E., Chief Engineer and General Manager

FLOOD CONTROL DISTRICT
RECEIVED
DEC 20 '82

4	CH ENG		HYDRO
3	ASST		LMgt
	ADMIN		SUSP
1	C & M	5	FILE FCD 82-24
	ENGR		DESTROY
	FINANCE		
REMARKS			

2a EAR
2b WCA

DEC 14 1982

Mr. Jim Eischen
Vice President
KIP, Incorporated
12116 East Riggs Road
Chandler, Arizona 85224

Re: Contract FCD 82-24, Cactus Basin Outlet Storm Drain

Dear Mr. Eischen:

The referenced contract has been awarded to your company. A signed copy is enclosed for your files. The original copy of your Bid Bond is also returned herewith.

You are hereby given Notice to Proceed with the work under the terms of the contract. Please acknowledge receipt of this Notice to Proceed by signature and date in the space provided and return the duplicate copy to our office.

Sincerely,

D. E. Sagramoso

D. E. Sagramoso, P.E.

Enclosures

Jim Eischen
KIP, Incorporated

Dec 18, 1982
Date

FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY
3335 West Durango Street
PHOENIX, ARIZONA 85009

(602) 262-1501

LETTER OF TRANSMITTAL

File LC.1.1.6

DATE 12-23-82	JOB NO.
ATTENTION Bill Leimkuehler	
RE: Capital Improvements Eng.	
Re: PVSP, Contract FCD 82-24	
Cactus Basin Outlet Storm Drain	

TO City of Scottsdale
3939 Civic Center Plaza
Scottsdale, AZ 85251

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	12-14-82		Contractor's Notice to Proceed

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☑ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: Edward A. Raleigh

PRODUCT 240-3 NEBS Inc., Groton, Mass. 01471.

If enclosures are not as noted, kindly notify us at once.

Engineer's Estimate $793,205

BID SUMMARY & CHECKLIST

PROJECT: Cactus Basin Storm Drain CONTRACT FCD: 82-24 DATE: 10-19-82 2:00 p.m.

Item	Name Maya	KIP, Inc.	Triangle Construction	Swengel Robbins	Shawnee Construction	Hunter Construction
Schedule Complete	X	X	X	X	X	X
Addenda Noted	X	X	X	X	X	X
No Exceptions	X	X	X	X	X	X
Changes Initialed	X	X	X	X	X	X
Proposal Signed	X	X	X	X	X	X
License Number	-	-	-	-	-	-
Bid Security	X	X	X	X	X	X
No Collusion Affidavit	-	X	-	X	X	X
1						
2						
3						
TOTAL CONTRACT	$609,183.55	$524,607.00	$726,740.01	$658,023.10	$565,209.60	$708,721.70

BID SUMMARY & CHECKLIST

PROJECT: Cactus Basin Storm Drain CONTRACT FCD: 82-24 DATE: 10-19-82 2:00 p.m.

Item	Name: Dekonty Cons.					
Schedule Complete	X					
Addenda Noted	X					
No Exceptions	X					
Changes Initialed	-					
Proposal Signed	X					
License Number	-					
Bid Security	X					
No Collusion Affidavit	X					
1						
2						
3						
TOTAL CONTRACT	$740,927.50					

Copy

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we KIP, INCORPORATED

as Principal, and the UNITED PACIFIC INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Washington, and authorized to do business in the State of _____, as Surety, are held and firmly bound unto

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

as Obligee, in the sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID---------- DOLLARS, ($ ----------) lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal will within the required time, after written notification of acceptance of Principal's bid for

Cactus Basin Outlet Storm Drain

and in accordance with the terms of the plans and specifications, notice inviting bids, and the bid and acceptance thereof, enter into a contract for the performance and completion of said work and give the required bonds, then this obligation shall be void; otherwise, the penalty of this bond, which accompanies the bid, shall be declared forfeited to the Obligee.

Signed, Sealed and Dated this 19th day of October, 19 82.

KIP, INCORPORATED
Principal

By Jim Eischen
JIM EISCHEN VICE-PRESIDENT

UNITED PACIFIC INSURANCE COMPANY

By Gail A. Custer
Attorney-in-Fact
Gail A. Custer

BDU-2863 ED. 3/72

UNITED PACIFIC INSURANCE COMPANY

HEAD OFFICE, FEDERAL WAY, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint

GAIL A. CUSTER of PORTLAND, OREGON----

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP----

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 22nd day of July 19 82

UNITED PACIFIC INSURANCE COMPANY

Charles B. Schmalz

Vice President

STATE OF Washington
COUNTY OF King } ss.

On this 22nd day of July, 19 82, personally appeared Charles B. Schmalz

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

Michele Gallagher

My Commission Expires:

May 1 .19 86

Notary Public in and for State of Washington

Residing at Tacoma

I, Charles J. Falskow, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 19th day of October 19 82

Assistant Secretary Charles J. Falskow

BDU-1431 Ed. 4/80

CONTRACT

THIS AGREEMENT, made and entered into this 6th day of December, 19 82, by and between KIP, Incorporated

of the City of Chandler, County of Maricopa, State of Arizona, 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. FCD 82-24, Cactus Basin Outlet Storm Drain, Base Bid and Items 6.1, 6.2, 6.3, 6.4 & 6.5 of the alternate bid 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.

KIP, INCORPORATED
Contractor

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF SECOND PART

By: _____
Chairman, Board of Directors

Date: 12-6-82

RECOMMENDED BY:

_____
Chief Engineer and General Manager
Flood Control District
of Maricopa County

Date: 12-1-82

ATTEST:

_____
Clerk of the Board

LEGAL REVIEW

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

By: _____

Date: 11/30/82

Bond No. 619 34 03

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, KIP, INCORPORATED
(hereinafter called the Principal), as Principal, and

UNITED PACIFIC INSURANCE COMPANY
a corporation organized and existing under the laws of the State of Washington with its principal office in the City of Phoenix
(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 FIVE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED SEVEN AND NO/100ths-dollars ($ 504,607.00----------), 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 6th day of December, 1982, for FCD 82-24, Cactus Basin Outlet Storm Drain

Base Bid and Items 6.1, 6.2, 6.3, 6.4, & 6.5 of the alternate bid

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 6th day of December, 1982.

KL & K ASSOCIATES INC.
500 N.E. MULTNOMAH ST.
SUITE 1262
PORTLAND, OREGON 97232
AGENCY OF RECORD

AGENCY ADDRESS

CONTRACT NO. FCD 82-24
PERFORMANCE BOND

KIP, INCORPORATED
PRINCIPAL SEAL

By: Jim Eischen
JIM EISCHEN VICE-PRESIDENT

UNITED PACIFIC INSURANCE COMPANY
SURETY SEAL

BY: Robert W Lagler
Robert W. Lagler, Attorney-in-Fact

POWER OF ATTORNEY SEAL

UNITED PACIFIC INSURANCE COMPANY

HEAD OFFICE, FEDERAL WAY, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint

ROBERT W. LAGLER of PORTLAND, OREGON----

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP---------

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows.

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed.

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of October 1982

SEAL

UNITED PACIFIC INSURANCE COMPANY

D. Keith Johnson

Asst Vice President

STATE OF Washington
COUNTY OF King } ss.

On this 15th day of October, 19 82 personally appeared D. Keith Johnson

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

Elizabeth A. Norton

My Commission Expires.
July 20, 19 86

Notary Public in and for State of Washington
Residing at Milton

I, Charles J. Falskow, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this day of 19

SEAL

Assistant Secretary Charles J. Falskow

BDU-1431 Ed. 4/80

Bond No. 049 34 03

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, KIP, INCORPORATED
(hereinafter called the Principal), as Principal, and

UNITED PACIFIC INSURANCE COMPANY
a corporation organized and existing under the laws of the State of Washington with its principal office in the City of Phoenix, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Flood Control District of Maricopa County, State of Arizona (hereinafter called the Obligee) in the amount of FIVE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED SEVEN AND NO/100ths------- dollars (504,607.00-----), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 6th day of December, 1982, for FCD 82-24, Cactus Basin Outlet Storm Drain Base Bid and Items 6.1, 6.2, 6.3, 6.4 & 6.5 of the alternate bid 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 6th day of December, 1982.

KL & K ASSOCIATES INC.
500 N.E. MULTNOMAH ST.
SUITE 1262
PORTLAND, OREGON 97232

AGENCY OF RECORD

AGENCY ADDRESS

KIP, INCORPORATED
PRINCIPAL SEAL

BY: Jim Eischen VICE-PRESIDENT
JIM EISCHEN

UNITED PACIFIC INSURANCE COMPANY
SURETY SEAL

BY: Robert W Lagler
Robert W. Lagler, Attorney-in-Fact

POWER OF ATTORNEY SEAL

BY: _____

CONTRACT NO. FCD 82-24
PAYMENT BOND

UNITED PACIFIC INSURANCE COMPANY

HEAD OFFICE, FEDERAL WAY, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint

ROBERT W. LAGLER of PORTLAND, OREGON----

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP---------

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of October 1982

UNITED PACIFIC INSURANCE COMPANY

D. Keith Johnson

Asst Vice President

STATE OF Washington
COUNTY OF King } ss.

On this 15th day of October, 19 82 personally appeared D. Keith Johnson

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

Elizabeth A Norton

My Commission Expires:
July 20, 19 86

Notary Public in and for State of Washington
Residing at Milton

I, Charles J. Falskow, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this day of 19

Assistant Secretary Charles J. Falskow

BDU-1431 Ed. 4/80

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD

The Western Employers/Holland America/Mission Certifies that the following insurance policies have been issued on behalf of

Name of Insured KIP, Inc

Address of Insured 6940 Tremont Road, Dixon, California 95620

	Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability	
(1)	Workmen's Compensation					Statutory
(2)	Contractor(s) Protective Bodily Injury	GL65108250026	10/1/82-10/1/83		$500,000	Each Occurrence
(2)	Contractor(s) Protective Property Damage	H92587	10/1/82-10/1/83		$100,000 $100,000	Each Accident Aggregate
(3)	Contractual Bodily Injury	GL65108250026	10/1/82-10/1/83		$500,000	Each Occurrence
(3)	Contractual Property Damage	H92587	10/1/82-10/1/83		$100,000 $100,000	Each Accident Aggregate
(4)	Automobile Bodily Injury & Property Damage	BA65108250026	10/1/82-10/1/83		$500,000	Each Occurrence

When the project includes construction of a new, or modification of an existing building (in addition to the above types):

(5) Fire and Extended Coverage plus Vandalism and Malicious Mischief For the Full Amount of the Contract, with the Flood Control District of Maricopa County named as an additional insured.

	Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability	
(6)	Umbrella Coverage	MN 001789	10/1/82-10/1/83		~~$1,000,000~~ 10,000,000.00	

Policy Includes Coverage For:

(1) a. Damage caused by blasting
b. Damage caused by collapse or structural injury
c. Damage to underground utilities

(2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.

(3) All owned, hired, or non-owned automotive equipment used in connection with the insured operation.

It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Flood Control District of Maricopa County.

It is further agreed that:

(1) These policies shall not expire until all work has been completed and the project has been accepted by the Flood Control District of Maricopa County. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Flood Control District of Maricopa County not less than five days prior to expiration date.)

The Contractor hereby agrees to indemnify and save harmless the Flood Control District of Maricopa County, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents, and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workman's Compensation laws or any other law, bylaw, ordinance, or order or decree.

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date November 12, 1982 Countersigned by K.L. & K. Associates, Inc.,

Wanda Brause
Signature

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

LIBERTY MUTUAL

LIBERTY MUTUAL INSURANCE COMPANY • LIBERTY MUTUAL FIRE INSURANCE COMPANY • BOSTON

This is to Certify that

W.M. Lynch & KIP, Inc.
6940 Tremont Road
Dixon, CA 95620

← Name and address of Insured.

is, at the date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
			COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES	LIMIT OF LIABILITY-COV B (Indicate Limit for each state)
WORKERS' COMPENSATION	4/1/83	WC2-161-123153-012	California	$500,000
			MARITIME COVERAGE-FOLLOWING STATES	LIMIT OF LIABILITY MARITIME COVERAGE

			BODILY INJURY	PROPERTY DAMAGE
GENERAL LIABILITY	☐ COMPREHENSIVE FORM ☐ SCHEDULE FORM ☐ PRODUCTS COMPLETED OPERATIONS ☐ INDEPENDENT CONTRACTORS/CONTRACTORS PROTECTIVE ☐ CONTRACTUAL LIABILITY ☐		$ EACH OCCURRENCE $ AGGREGATE	$ EACH OCCURRENCE $ AGGREGATE
			COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE $ EACH OCCURRENCE $ AGGREGATE	
AUTO LIABILITY	☐ OWNED ☐ NON-OWNED ☐ HIRED		$ EACH ACCIDENT-SINGLE LIMIT-B.I. AND P.D. COMBINED	
			$ EACH PERSON $ EACH ACCIDENT OR OCCURRENCE	$ EACH ACCIDENT OR OCCURRENCE
OTHER				

LOCATION(S) OF OPERATIONS & JOB # (If Applicable)

DESCRIPTION OF OPERATIONS:

Project #FCD 82-24 Cactus Basin Outlet Storm Drain

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW). BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 10 DAYS NOTICE OF SUCH CANCELLATION OR REDUCTION HAS BEEN MAILED TO:

Flood Control District of
Maricopa County
Arizona

Marjorie Howe
AUTHORIZED REPRESENTATIVE

November 16, 1982 Sacramento
DATE ISSUED OFFICE

This certificate is executed by LIBERTY MUTUAL INSURANCE COMPANY as respects such insurance as is afforded by That Company, it is executed by LIBERTY MUTUAL FIRE INSURANCE COMPANY as respects such insurance as is afforded by That Company.

BS 234 R11

Project: Cactus Basin Outlet
Storm Drain
Contract: FCD 82-24

BIDDING SCHEDULE
BASE BID WORK

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writting) and /100 dollars	Unit Cost	Extended Amount
5.4	101	L.F.	Three-Bar Handrails	THIRTY-FIVE AND NO/100 DOLLARS	35.00	3535.00
5.5	22	L.F.	One-Bar Handrails	TWENTY-FIVE AND NO/100 DOLLARS	25.00	550.00
5.6	19	L.F.	Post and Cable	FIFTEEN AND NO/100 DOLLARS	15.00	285.00
5.7	4	EA.	Pipe Barrier Posts in Drainageway	THIRTY AND NO/100 DOLLARS	30.00	120.00
5.8	1	L.S.	Inlet Structure Metal Grate	TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS	2200.00	2200.00
5.9	2	EA.	Outlet Structure Metal Grates	FIVE HUNDRED FIFTY AND NO/100 DOLLARS	550.00	1100.00
5.10	1	L.S.	Traffic Signal Work	FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS	5400.00	5400.00
5.11	1	L.S.	Traffic Control	SIX THOUSAND AND NO/100 DOLLARS	6000.00	6000.00
5.12	1	L.S.	Miscellaneous Removals and Replacements	FIFTEEN THOUSAND AND NO/100 DOLLARS	15,000.00	15,000.00

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

No. 1 Dated Oct 7, 1982

Total Base Bid 524,607.00 ✓

BIDDING SCHEDULE
ALTERNATE BID WORK

Project: Cactus Basin Outlet
Storm Drain
Contract: 82-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
6.1	1978	S.Y.	Slope Protection "A"	Four Dollars and 50/100 Dollars	4.50	8901.00
6.2	62	S.Y.	Slope Protection "B"	Four Dollars and 50/100 Dollars	4.50	279.00
6.3	1	L.S.	Cactus Basin Outlet Structure Surface "C"	Seven Hundred and no/100 Dollars	700.00	700.00
6.4	1	L.S.	Shea Culvert Wingwalls and Apron Surface "C"	Eight Hundred and no/100 Dollars	800.00	800.00
6.5	1	L.S.	Mescal Park Outlet Structure Surface "C"	Three Hundred and no/100 Dollars	300.00	300.00
				Total Amount for Items accepted on Alternate Bid.		$10,980.00
~~6.6~~	1	L.S.	~~Sawcut & remove Pavement~~	Two Thousand and no/100 Dollars	2000.00	~~2000.00~~
6.7	1	L.S.	~~Subgrade Preparation~~	Four Thousand Four Hundred and no/100 Dollars	4400.00	4400.00
6.8	1407	S.Y.	New A.C Pavement 4" AC/4" ABC/11" Select	Nineteen and no/100 Dollars	19.00	26733.00
6.9	588	L.F.	6" Vertical Curb & Gutter	Nine and no/100 Dollars	9.00	~~5292.00~~

Engineers Estimate $793,205

BID SUMMARY & CHECKLIST

PROJECT: Cactus Basin Storm Drain CONTRACT FCD: 82-24 DATE: 10-19-82

Item	Name: Mano	Kip Inc	Triangle Constr	Swensel. Robbins	Shawnee Constr	Hunter Constr
Schedule Complete						
Addenda Noted	✓	✓	✓			
No Exceptions						
Changes Initialed						
Proposal Signed	✓	✓	✓			
License Number						
Bid Security	✓	✓	✓			
No Collusion Affidavit						
1						
2						
3						
TOTAL CONTRACT	$609,183.55	524,607.00 LOW	726,740.01	658,023.10	565,209.60	708,721.70

BID SUMMARY & CHECKLIST

PROJECT: Cactus Basin Storm Drain CONTRACT FCD: 82-24 DATE: 10-19-82 2PM

Item	Name: DeKonty Wash					
Schedule Complete						
Addenda Noted						
No Exceptions						
Changes Initialed						
Proposal Signed						
License Number						
Bid Security						
No Collusion Affidavit						
1						
2						
3						
TOTAL CONTRACT	740,927.50					

KIP
INCORPORATED

12116 EAST RIGGS, RD., CHANDLER, ARIZONA 85224 (602) XXXXXXX 895-9306
RT. 2, BOX 5220, DIXON, CALIFORNIA 95620 (916) 753-4162
GENERAL ENGINEERING CONTRACTOR LICENSES
CALIFORNIA 344224 / ARIZONA 49928

DECEMBER 1, 1982

MARICOPA COUNTY FLOOD CONTROL DISTRICT
% CITY OF SCOTTSDALE
3939 CIVIC CENTER PLAZA
SCOTTSDALE, ARIZONA

ATTN: MR. BILL LEIMKUEHLER
PROJECT ENGINEER

RE: Cactus Basin Outlet Storm Drain - KIP Job #22-075
FCD No. 82-24

Gentlemen:

The following personnel will be assigned to this above referenced project. If there is a need to contact anyone of them during normal working hours, please call our office at 895-9306.

NAME	TITLE	EMERGENCY NUMBER
RICHARD KING	GENERAL SUPT./PROJECT COORDINATOR	265-9144
MIKE SHIELDS	PROJECT SUPT.	985-2662
JIM EISCHEN	VICE PRESIDENT	893-3379

Very Truly Yours,

KIP, INC.

Jim Eischen

JIM EISCHEN
VICE PRESIDENT

JE:db

NAME	COMPANY	PHONE #
WAYNE MILLER	City of Scottsdale	994-2721
DAVE CZUPRYNSKI	MTN. BELL	835-4031
Don Penfield	City of Scottsdale	994-2349
Robert Gonzalez	" " (Traffic)	994-2497
DON LOGAN	" " (TRAFFIC ENG.)	994-2497
PAT NEAL	" "	994.2558
BILL ANTHONY	FIELD ENGR. INSPECTOR	994-2558
Nick Kavan	Flood Control	262-1501
Earl Kirby	" "	" "
Bob Payette	" "	" "
MIKE LEMPKE	City of SCOTTSDALE (M.U.D.)	994-2560
DALE MARTIN	APS	271-7676
RICHARD KING	KIP, INC	895-9306
Michael Shields	KIP INC	895-9306
DAWSON RILEY	KIP RILEY CRD & PAVING	964 8426
Bob Overton	KIP Riley	964 8426
Jimmy A. Romey	Land & Prop. City/Scotts.	994-2303
Ed Raleigh	Flood Control District	262-1501
[illegible] Escher	KIP Inc.	895-9306

KIP, INC.

SCHEDULE #1

JOB # FCD 82-24

JOB NAME CACTUS BASIN STORM OUTLET

DESCRIPTION OF WORK 22-075

	DEC-82 20/24	DEC-82 27/31	JAN 83 3/7	JAN 83 10/14	JAN 83 17/21	JAN 83 24/28	Feb-83 31/4	Feb-83 7/11	1	1	1	1	1
Clear & Grubb													
Excavation													
Grading													
Conc Structures													
Conc Curb/SW etc													
Slope Protection													
60" CIP Pipe													
60" Pre Cast													
Water Line Drop													
Manholes													
Slotted Pipe													
Connector Pipe													
AC Pavement Replacement													
Clean up													

KIP INCORPORATED
12116 EAST RIGGS, RD., CHANDLER, ARIZONA 85224 (602) XXXXXXX 895-9306
RT. 2, BOX 5220, DIXON, CALIFORNIA 95620 (916) 753-4162
GENERAL ENGINEERING CONTRACTOR LICENSES:
CALIFORNIA 344224 / ARIZONA 49928

DECEMBER 1, 1982

MARICOPA COUNTY FLOOD CONTROL DISTRICT
% CITY OF SCOTTSDALE
3939 CIVIC CENTER PLAZA
SCOTTSDALE, ARIZONA

ATTN: MR. BILL LEIMKUEHLER - PROJECT ENGINEER

RE: Cactus Basin Outlet Storm Drain - KIP Job #22-075

Gentlemen:

Pursuant to Section 108.2 of the M.A.G. Specification, we are requesting your approval of the following Subcontractors for the above referenced project.

SUBCONTRACTOR	TYPE OF WORK
Concrete Structures 8290 N. 75th Ave. Peoria, Arizona 85315	Concrete Structures
Riley Grading & Paving 2701 N. Mesa Drive Mesa, Arizona 85201	Grading & Paving
A & S Enterprises, Inc. 2344 W. Sherman Phoenix, Arizona 85009	Pneumatically Placed Gunite
Mendoza Concrete Contracting Inc. Rt 1 Box 330C Litchfield Park, Arizona 85340	Concrete Curbs, Catch Basins
Electric & Machinery 6336 E. Cochise Rd. Scottsdale, Arizona 85253	Traffic Signals

KIP
INCORPORATED
12116 EAST RIGGS, RD., CHANDLER, ARIZONA 85224 (602) XXXXXXX 895-9306
RT. 2, BOX 5220, DIXON, CALIFORNIA 95620 (916) 753-4162
GENERAL ENGINEERING CONTRACTOR LICENSES
CALIFORNIA 344224 / ARIZONA 49928

Also for your information the following suppliers will furnish materials to the project.

SUPPLIERS	MATERIALS
Phoenix Redi-Mix Co. Inc. 3635 S. 43rd Ave. Phoenix, Arizona 85009	Concrete
Ameron Pipe Division 2325 S. 7th Ave. Phoenix, Arizona 85036	Precast Pipe
Salt River Sand & Gravel P.O. Box 728 Mesa, Arizona 85201	Aggregate Base Course

Very Truly Yours,

KIP, INC.

Jim Eischen

JIM EISCHEN
VICE PRESIDENT

JE:db

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 Corporation was chartered and names, title, and business address of the President, Secretary, and Treasurer must be shown.

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FOR
CONTRACT FCD 82-24

PROPOSED WORK

The project has been divided into separate bid items. The decimal part of the Special Provisions subsection numbers listed below refers to a corresponding bid item number in the proposal. An attempt has been made to include sufficient description of details to present a clear understanding of all job requirements. The Contractor shall be responsible for visiting the site and accounting for existing site conditions in the prices bid. The seven sections in these Special Provisions are:

1. Pipe Installation
2. Concrete Work & Structures
3. Earthwork
4. Street & Surface Work
5. Miscellaneous Work
6. Alternate Work
7. Pipe Materials

Each section will have paragraphs numbered corresponding to bid items of work.

1.0 Pipe Installation

Removal of street and driveway pavement shall be included in the unit price for pipe. The removal of asphalt outside the trench area shall be included in the miscellaneous removal bid price.

1.1 60" Pipe, Not Under Street Pavement, Less Than 12' Deep

Plan Sheet 14 is marked at Station 42+50 to indicate that the depth of trench south of that point is less than 12' deep. This bid item is for the lengths of this pipe in the drainage way south of the Cholla - 71st Street intersection, north of Cholla Street along the west side of Scottsdale Road and the Mescal Basin drain pipe. Restoration of the ditch to the existing shape on the west side of Scottsdale Road is part of the backfill and included in the pipe price.

1.2 60" Pipe, Not Under Street Pavement, More Than 12' Deep

Trench depths north of Station 42+50 are more than 12' deep. This bid item is for the lengths of this pipe on the west side of Scottsdale Road, the pipe on the east side of Scottsdale Road from clear

of pavement to Cactus Road and from north of Cactus Road to the inlet. Soil boring logs are provided on the plans to enable Contractor to determine the extent of trench sheeting and shoring that may be required. Grading around the catch basin at Station 46+33.5 is part of the normal backfill work.

1.3 60" Pipe, Under Street Pavement, Less than 12' Deep

This length includes all pipe under Cholla, Cortez, Jenan and Sunnyside. Pavement replacements are bid separately and are not a part of this item.

1.4 60" Pipe, Under Street Pavement, More Than 12' Deep

This length includes all pipe under the pavement of Scottsdale and Cactus Roads plus short extensions beyond the existing edge of pavement to reach the expected future road widths. Pavement replacements are bid separately and are not a part of this item. Soil boring logs are provided on the plans to enable Contractors to determine the extent of trench sheeting and shoring that may be required.

1.5 60" Concrete Collars or Equivalent Bends

The pay length for pipe is measured from the angle point of one bend to the next angle point for each pipe deflection. Each pipe deflection point will be counted as one collar or precast bend, except in the M.H. on Cholla.

1.6 24" Pipe for Slotted Drain Connection

A lump-sum price shall be entered for this pipe, and the collars required to connect to the slotted drain. This pipe connects the end of the slotted drain to the 60" pipe south of the Cholla - 71st Street intersection.

1.7 24" R.C.P. Slotted Drain, Slotted Grates, Valley Gutter and Adjacent Pavement

The price per L.F. shall include material and installation costs for the pipe, slotted grates, concrete valley gutter, end plug, and the asphalt pavement replacement to restore a smooth surface between existing street and valley gutter.

1.8 30" Pipe Stub and Plug

This pipe is inserted in the west wall of the culvert extension at Shea and 71st Street. The lump-sum price includes the end plug.

2.0 Concrete Work & Structures

Bid prices for each item of work include cement, reinforcing, concrete placement, and structural backfill. Some bid items in this section also

appear in ALTERNATE WORK SECTION 6. The alternate bids only reflect special treatment for the concrete surface. All other details of the concrete work are the same as on the plans. Large areas of surface concrete, i.e., slope protection, will require expansion joints at 15' maximum spacing. The Contractor shall submit drawings to show location and details of joints for approval by the Engineer. The Inspector will verify that wire mesh is properly secured to wall hooks before concrete slope protection is poured. Only "mat type" wire fabric shall be used.

2.1 6" Class C Concrete with Wire Mesh Slope Protection Designated "A"

This bid item includes work at various locations in the project area. The materials and installation requirements are the same at all places and the bid is combined in a total square yard quantity. The quantity includes the vertical and sloped tie-down areas. The locations for this work are:

(a) On the banks and drainage area around the Cactus Basin outlet structure.

(b) On the banks and bottom of the drainageway on the south side of Cholla Street at 71st Street.

(c) On the banks of the channel from Cactus Basin outlet structure to Shea Boulevard in the area around the Mescal Basin pipe outlet walls.

(d) On the east bank of the channel from Cactus Basin outlet structure to Shea Boulevard at the Sahuaro Drive and alley intersection.

(e) On the banks and bottom of the culvert inlet channel at Shea Boulevard and 71st Street.

2.2 6" Class C Concrete With Wire Mesh Slope Protection Designated "B"

This work is around the Cactus Basin inlet at Scottsdale Road and Cactus Road. The square yard quantity includes the vertical and sloped tie-down surfaces.

2.3 Cactus Basin Storm Drain Outlet Structure

This bid price includes headwall, wing walls, apron, energy dissipation curbs, and impact wall. The extended bar hooks for ties to the wire mesh of the slope protection are included in the outlet work. Sleeves set in the top of the headwall and wing walls to anchor the handrail are in the outlet price.

2.4 Shea Culvert Wing Walls and Apron

This work is bid at one lump-sum price and includes the apron sloped bottom, warped sides tied into the wing walls and the upstream cut-off wall. Handrail sleeves are in this bid price.

2.5 Mescal Basin Outlet Structure

The work description for Subsection 2.3 is applicable to this bid item. No impact wall is required.

2.6 3" Pneumatically Placed Mortar on Drainageway Banks South of Cholla

This bank protection shall consist of wire reinforcement and pneumatically placed mortar placed and cured in accordance with M.A.G. Specs., Sections 525 and 727. The welded wire fabric shall be "mat type" and "roll type" shall not be allowed. The S.F. pay quantity for this bank protection shall include the vertical tie-down and slopes.

2.7 Cactus Basin Storm Drain Inlet Structure

The lump-sum price bid for this structure shall include the sub-base preparation necessary to install the floor at the proper elevation. Installation of steel beams in the concrete structure for grate support is part of this bid item. The inlet structure work includes headwall *(a), wing walls *(b), channel walls *(c), apron *(d), slope apron *(e), cut-off wall *(f), column grate supports and steel rung steps

*Letters in parentheses relate to letters on the perspective drawing on Plan Sheet 5.

2.8 Culvert Extension at Shea & 71st Street

The ADOT Standard Drawings show reinforcing required using Table 1. The dowels inserted into the ends of the existing culvert shall be inspected prior to any concrete pour for the box extension. Structural backfill in scour hole at end of existing box is included in this price.

2.9 Manholes in Pipeline

The appropriate M.A.G. Standard Details for structure and cover are noted on the plans.

2.10 M.A.G. Standard Detail 535 Catch Basins

This type catch basin shall be installed at Stations 27+10 and 46+33.5. The price shall include the grate, the 12" pipe connections to the 60" storm drain, and surface grading for drainage.

2.11 M.A.G. Standard Detail 530 Catch Basin

This type catch basin shall be installed east of the culvert extension at Shea and 71st Street. Only the lower part of the structure will be installed at this time. The grate, 18" pipe connection through the culvert wall, and surface grading for drainage are in the bid price.

2.12 Plug For 60" Pipe in Mescal Basin

Contractor may submit shop drawing for an alternate plug method for approval by the Engineer.

3.0 Earthwork

Excavation at the locations of new structures, i.e., Cactus Basin inlet, Cactus Basin outlet, Mescal Park outlet, and the Shea culvert extension, will create depressions larger than the design finish slope grades shown on the plan sheets of the area around these structures. Structural backfill shall be placed against the concrete structures to the width and compaction required by M.A.G. Specifications and included in the price for the concrete work. The remaining part of the over excavation shall be back-filled at 90% compaction to the required elevation.

3.1 Excavation

This bid item is for the excavation work required to cut the slopes around the Cactus Basin inlet structure, cut the channel from 70th Street to the Cactus Basin outlet structure, and cut the channel from Cactus Basin outlet to the culvert at Shea and 71st Street. The CY quantity in the proposal accounts for the existing cuts in the Cactus Basin and in the channel at the dead end of Mescal Street.

3.2 Compacted Fill

This bid item is for the fill behind the Cactus Basin outlet structure impact wall and the diversion berm at the dead end of 70th Street.

3.3 Clear and Grub

The area within the drainage easement around the culvert extension at Shea and 71st Street and along the channel between culvert and the Cactus Basin outlet is overgrown with brush, small trees and weeds. Most of this growth will be removed inside the channel excavation bid item limit. The remainder of the surface within the drainage easement shall be cleared for the price bid for this item of work. Grading to direct the roadside ditch on Shea to the culvert inlet is part of this work.

4.0 Street and Surface Work

This section includes asphalt pavement, ABC base, concrete curbs, and barricading.

4.1 Street Pavement Replacement

In order to accurately determine the surface area of pavement replacement for the final pay quantity, the length of pipe installed under existing street pavement shall be multiplied by the following widths:

60" PIPE

(a) Under Cholla St. parallel to centerline; 14' wide
(b) Under Cholla St. at angle to centerline; 10' wide
(c) Under Cortez Rd.; 10' wide
(d) Under Jenan Dr.; 12' wide
(e) Under Sunnyside Dr.; 14' wide
(f) Under Scottsdale Rd.; 16' wide
(g) Under Cactus Rd.; 20' wide

(h) Under Cholla St.; 6' wide

All street pavement shall have a 4" asphalt surface as shown in detail on Plan Sheet 2. The 14' pavement width along Cholla Street parallel to the centerline shall be placed with the south edge at the existing gutter on the south side of the street. The existing pavement shall be sawcut and removed at the centerline of Cholla Street during the pipe trenching operation.

4.2 Asphalt Driveway Replacement

Three driveways on the west side of Scottsdale Road will be cut for the 60" pipe installation. Two inches of asphalt surface over 24" A.B.C., as shown in detail on Plan Sheet 2,shall be replaced over the trench cut. Pay quantity shall be measured centerline length across driveway multiplied by 10' width.

4.3 Asphalt Surface for Drainageway

A 2" AC/on 6" A.B.C. surface shall be placed as shown on the plans along the drainageway south of Cholla - 71st Street intersection. The proposal quantity includes the driveway into the backyard at Station 18+36. Most of the required grading under pavement work will be accomplished during the pipe trench backfill operation. Grading outside the trench limits is included in the SY A.B.C. & pavement price.

4.4 Edge Pavement Replacement

This lump-sum bid is for the strips of pavement to be installed after curbing is placed at (a) the dead end of 70th Street and (b) the west edge of the alley aligned with 71st Street at the Sahuaro Drive intersection.

4.5 Pavement Taper Over the Shea Culvert

This SY bid price includes grading under pavement, both layers of asphalt, the A.B.C. and thickened edge.

4.6 6" A.B.C. Under Concrete Drainageway Bottom

This compacted A.B.C. shall be placed as required for a road base. The area is under the bottom of the concrete drainageway south of the Cholla - 71st Street intersection.

4.7 Concrete Walk and Driveway

A concrete walk and driveway on the west side of Scottsdale Road about 200' south of Jenan Drive will be cut for the 60" pipe installation. Phoenix standard concrete sidewalk will be installed at both locations to replace the concrete removed. Pay quantity shall be measured certerline length across concrete area mulitiplied by 12' width. Price includes 6" ABC base at 95% compaction.

4.8 Concrete Curbs and Gutters (All Types)

The existing curb and gutter removed at various locations for the installation of pipe shall be replaced with the same type of curb and/or gutter. Pay quantity shall be for the curb length that lies within the pay width of the trench at that same location as listed in Special Provisions sub-paragraph 4.1, Pavement Replacement. These lengths are noted on the plans at each street crossing. Removals longer than the noted pay length recommended by the Contractor in order to start replacement at the nearest curb joint will be approved by the inspector prior to making the longer curb cuts. This L.F. quantity includes the new 6" curb and depressed curb section to be installed on the alley edge where Sahuaro Drive intersects the outlet channel.

4.9 Flush Curbs 18" Deep

These curbs are used for cut-off walls at pavement edges in drainage areas. The L.F. quantity includes the curbs to be installed (a) along both sides of the asphalt drainageway bottom south of Cholla Street in the 71st Street alignment and (b) at the dead end of 70th Street.

4.10 Survey Monument

The City Inspector shall be notified when the Contractor is ready to re-install the brass cap at the intersection of Cholla Street and 71st Street. The Inspector will arrange for a City survey crew to locate and stake the spot in order to restore this marker at the present elevation.

4.11 Barricades

This work is located at the alley edges east of the Mescal Basin outlet structure and the dead end of 70th Street.

4.12 Delineators

This work is located along the edge of the new pavement taper over the culvert at Shea and 71st Street.

5.0 Miscellaneous Work

The work in this section includes underground utility lines, railings, metal posts, metal grates, traffic control and removals.

5.1 6" C.I.P. Waterline Drops

The Contractor shall notify the City inspector at least 48 hours prior to work on the waterlines crossing the drainage way south of the Cholla-71st Street intersection. The Engineer will coordinate

possible allowed line shut-off periods and review the construction plan with the Contractor, including the method of disinfecting the new pipes as per M.A.G. Specs. Section 611. Other waterlines cross over the 60" storm drain pipe and are supported as described below.

5.2 Utility Line Pipe Supports

Alternate methods for waterline pipe supports across the storm drain trench may be submitted on shop drawings by the contractor for approval by the Engineer. Details of supports for other utility lines must be approved by the appropriate utility company prior to trenching at each crossing location. Places where pipe supports are necessary are marked and counted in the quantity for this bid item. When trenches under utility lines at other locations are determined to require supports, the inspector will be called to note the condition and add another pipe support to the total quantity required.

5.3 Encase 10" Sewer in Concrete

The clearance between bottom of the 60" storm drain pipe as it crosses the existing top of 10" sewer pipe on the north side of Cactus Road is less than one foot. The Contractor shall get approval of the construction details and technique to be used for this sewer line encasement from the Engineer prior to doing this work.

5.4 Three Bar Handrails

This type handrail is to be installed on headwalls and wing walls of the Cactus Basin inlet, Cactus Basin outlet and the culvert at Shea and 71st Street. The details for installation of these pipe handrails are shown on Sheet 4. The "Note" on that Plan Sheet allows the Contractor to use alternate methods for the handrail installation. Drawings and specfications for an alternate design must be approved by the Engineer prior to installation. This work includes all labor, materials and painting as shown on the plans.

5.5 One Bar Handrail

This type handrail is to be installed on the Mescal Basin outlet structure. All other information for three bar handrails in sub section 5.4 above is applicable.

5.6 Post and Cable

This type warning barrier is located on top of the impact wall at the Cactus Basin outlet structure.

5.7 Pipe Barrier Posts in Drainage Way

This type vehicle barrier is located at the south end of the drainage way along the 71st Street alignment south of Cholla Street. Painting is included in the bid price.

5.8 Inlet Structure Metal Grate

All details for steel, welds, placement and painting are on Plan Sheet 6. Bar welds may be done in shop but welding of grate to steel support columns, bars or plates anchored to the concrete walls will have to be done at the job site. The entrance hatch cover is in this lump sum.

5.9 Outlet Structure Metal Grates

The metal grates at Cactus Basin and Mescal Basin outlet structures are similar and will be bid at the same price for each. Painting is included. The anchor bolts in the headwalls are part of the concrete work bid item.

5.10 Traffic Signal Work

Details of the circuits in the street pavement are shown on Plan Sheet 17 on Cactus Road and Sheet 11 on Cholla Street. The signal circuits at Cholla Street are not expected to be in conflict with the pipe installation. The City Traffic Signal crew will test the signal system after replacement of damaged circuits. Tests will be made after construction at both Cholla Street and Cactus Road. The repair of signal circuits shall not be considered complete until accepted by the Engineer. Instructions for this work are in the notes on plan sheet 11. Bid price includes materials and installation.

5.11 Traffic Control

A) Complete street closures will not be permitted.

B) Adequate barricades and lighted warning signs shall be installed and maintained by the Contractor throughout the duration of the project. All traffic control shall be in accordance with the City of Phoenix Traffic Control Manual.

C) The Engineer shall stipulate the traffic restrictions and/or minimum requirements throughout the construction period.

D) The Contractor shall submit a construction schedule and traffic supplement for "Street Barricading and Channelization" to the Engineer for approval and/or modification before construction is initiated.

E) Two way traffic requires two 10' lanes. Traffic may have to go over the roll curb onto the shoulder at the side street intersections along Scottsdale Road during the time when half of the side street is blocked by an open trench. The Contractor shall maintain access to all residential driveways unless permission is received from the Engineer to temporarily cut off access during the working day only. At other locations where the remaining pavement beyond the edge of the pipe trench is not sufficient for two way traffic, vehicles may be directed around the construction on the road shoulders.

5.12 Miscellaneous Removals and Replacements

This bid item is for the removal of objects in conflict with the work required in this project that are not accounted for in other bid items. The removals shall include the deteriorated asphalt surface in the drainage way south of the Cholla- 71st Street intersection that is outside of the pipe trench width. Several street signs, trees, traffic signal control boxes, and a wood fence on Scottsdale Road 200' south of Cortez Road are close to the pipe alignment. If any of the existing objects are removed for construction, the cost of replacement after construction in the original condition shall be included in the lump sum price for this bid item. The following list of known removals is presented to assist the contractor in identifying work to include in this bid price. Other removals and/or replacements required to complete the project that are not listed below are infered to be accounted for by the contractor and included in the bid price.

A) Iron pipe posts in drainage way aligned with 71st Street.

B) Wood fence and tree west side of Scottsdale Road.

C) Block fence at Mescal Basin (contractor may be able to do pipe work under the fence).

D) Curbs, cut-off wall, and guard rails at various locations. (Price includes delivery of salvaged guard rail to the City of Scottsdale maintenance yard at Miller and McKellips Road).

E) Tree trimming and branch removal to clear sufficient space to work.

F) Gas, telephone and electric lines crossing the 60" pipe in the 71st Street alignment and on the west side of Scottsdale Road from Station 31+00 to Station 41+00 are shown on Plan Sheets. Location and depth have not been verified. Therefore, the Contractor shall uncover these utilities within 7 days of the Notice-To-Proceed date to determine if conflicts

need to be corrected by the appropriate utility company. If any utility line falls within 6" of the pipe prism as defined by it's maximum outside perimeter, or within 6" of the 71st Street drainage channel or basin excavation, and it is determined by the inspector that a relocation is necessary, the utility line shall be relocated at no cost to the Contractor. If the existing utility does not fall within 6" of the pipe prism, and is adjusted or relocated for the convenience of the Contractor, all costs shall be the sole responsibility of the Contractor. The work to remove enough cover to expose the utility lines shall be in this lump sum bid price.

6.0 Alternate Work

The surface treatment on certain concrete work bid items in Section 2 shall be bid as ALTERNATE WORK in this section of the special provisions. The ALTERNATE BID price shall be for only the additional work to provide a special treatment on the visual concrete surface. Acceptance of the ALTERNATE BID PRICE for a specific concrete structure by the City of Scottsdale will increase the amount to be paid to the Contractor for building that specific concrete structure to the total of the BASE BID PRICE plus the ALTERNATE BID INCREASE PRICE. The three surface treatments are designated "A","B" and "C" and are described herein. Following these descriptions is the list of specific work that requires an alternate bid.

"A" Seeded Rock

The following special surface treatment for slope protection is for all channel lining designated "A". The slope protection shall be 6 inches of grouted rip-rap in which case a 5-inch layer of concrete on WWF shall be poured and then the rip-rap stone shall be placed either by hand or by some mechanical means. The rip-rap stone shall be 8 inch to 12 inch in size. The stone shall be embedded in concrete sufficiently to prevent displacement and shall be placed with approximately 6-inch spacing. The intent is to obtain an appearance similar to the channel lining at 96th Street and Via Linda on the Scottsdale Ranch in the City of Scottsdale.

"B" Coarse Aggregate

The concrete slope protection designated "B" at the inlet structure at the Cactus Basin shall be Class C (2000 psi) concrete on WWF as per MAG Spec. 725 with coarse aggregate as per AASHO M80. Gradation of aggregate shall be as follows:

Nominal Size Range	% Passing (by wt.)				
	2½ in	2 in	1 in	½ in	No.4
2 in - No. 4	100	95-100	35 - 70	10-30	0-5

The fresh concrete surface shall be washed to create an exposed aggregate finish (see note on plan sheet 3).

The reference for this finish and more information is contained in Std. Specs. for Construction of Roads and Bridges on Fed. Hwy. Projects 1969, U.S. Dept. of Transportation - Fed. Hwy. Admin.

"C" Exposed Aggregate

The following special surface treatment to expose the aggregate is for the visible side of all headwalls, wingwalls and aprons that are required in the construction of the structures designated "C". All visible surfaces of the concrete structure shall have an exposed aggregate finish. Means of obtaining exposed aggregate finish shall be developed and devised by the Contractor. The intent is to obtain a uniform appearance, similar in texture and color to the drainage structures at 96th Street and Via Linda on the Scottsdale Ranch in the City of Scottsdale. A test panel will be provided by the Contractor, perhaps on an unexposed surface, for the Engineer and/or his representative to approve. If in the opinion of the Engineer and/or his representative a uniform appearance has not been obtained, the Contractor will be required to treat the surface in such a manner so that a uniform appearance is obtained.

6.1 Slope Protection Designated "A"

The bid price of this item is only for the extra work to produce a surface treatment "A" on the visible concrete areas of the work described in Sub-Section 2.1. The contractor will be paid a total of BASE BID 2.1 plus the amount entered for ALTERNATE BID 6.1 for this part of the project only if ALTERNATE BID 6.1 is accepted by the City of Scottsdale.

6.2 Slope Protection Designated "B"

The bid price of this item is only for the extra work to produce a surface treatment "B" on the visible concrete areas of the work described in Sub-Section 2.2. The Contractor will be paid a total of BASE BID 2.2 plus the amount entered for ALTERNATE BID 6.2 for this part of the project only if ALTERNATE BID 6.2 is accepted by the City of Scottsdale.

6.3 Slope Protection Designated "C"

The bid price of this item is only for the extra work to produce a surface treatment "C" on the visible concrete areas of the work described in Sub-Section 2.3. The Contractor will be paid a total of BASE BID 2.3 plus the amount entered for ALTERNATE BID 6.3 for this part of the project only if ALTERNATE BID 6.3 is accepted by the City of Scottsdale.

6.4 Shea Culvert Wingwalls and Apron Surface "C"

The bid price of this item is only for the extra work to produce a surface treatment "C" on the visible concrete areas of the work described in Sub-Section 2.4. The contractor will be paid a total of BASE BID 2.4 plus the amount entered for alternate bid 6.4 for this part of the project only if ALTERNATE BID 6.4 is accepted by the City of Scottsdale.

6.5 Mescal Basin Outlet Structure Surface "C"

The bid price of this item is only for the extra work to produce a surface treatment "C" on the visible concrete areas of the work described in Sub-Section 2.5. The contractor will be paid a total of BASE BID 2.5 plus the amount entered for ALTERNATE BID 6.5 for this part of the project only if ALTERNATE BID 6.5 is accepted by the City of Scottsdale.

6.6 Saw Cut and Remove Pavement

This work is along the east edge of Scottsdale Road and the intersection at Cactus Road.

6.7 Subgrade Preparation

This is in the area of the new 18' lane of pavement for 660'± on the east side of Scottsdale Road south of the Cactus Road intersection.

6.8 4" AC on 4" ABC on 11" Select Road Widening

This is the same location described in sub-section 6.7. 4" AC will be the same layers as installed for the pavement taper over the culvert on Shea Blvd.

6.9 6" Vertical Curb and Gutter

This is the same location described in sub-section 6.7.

6.10 Curb Return Apron

This work is at the SE corner of the Scottsdale Road and Cactus Road intersection.

6.11 Concrete Sidewalk and Bikepath

This is east of the same location described in sub section 6.7. The area of the sidewalk ramps is included in the SF quantity for this bid item.

6.12 MAG Standard Detail 531 Catch Basin

This work at station 47 + 22.5 includes the vertical 12" pipe connection from catch basin to the 60" storm drain.

7.0 PIPE MATERIALS

7.1 The Contractor shall have the option of installing either round or elliptical reinforced concrete pipe, non-reinforced concrete pipe, cast-in-place concrete pipe, precast box culvert, cast-in-place box culvert, or smooth metal lined corrugated metal pipe as specified, where storm drains are called for on the plans subject to the provisions of STANDARD SPECIFICATION 615, 618, 620, 621, 735 and 736 including ammendments hereinafter outlined in these SPECIAL PROVISIONS. All pipe, in order to be considered for installation, shall have a minimum service life of 70 years as documented by the Contractor and approved by the engineer.

7.2 CONDUIT DESIGN CRITERIA

Conduit used in this project shall be designed in accordance with accepted structural design methods and procedures. All conduit under pavement shall be designed to be equivalent to the minimum equivalent roundpipe D-load, using an H-20 highway live loading. Conduit shall meet the full-flow (not surcharged) capacity of circular 60" pipe, using Manning's n=.012. If non-reinforced concrete pipe is used, it shall be designed and tested to meet an ultimate loading 50% greater than the "0.01 D-load". It shall be manufactured to the requirements of ASTM C-14 (except Table I), and except that reinforcing shall be required in the bell and spigot ends of the pipe. Cast-in-place pipe shall be designed in accordance with Section 7.5 of these SPECIAL PROVISIONS. Precast concrete box culverts shall be designed in accordance with ASTM C789-74. Elliptical conduit shall meet ASTM C-507-74. CMP shall meet Section 7.6 of the SPECIAL PROVISIONS. Under pavement criteria applies to conduit under the City streets and future pavement widths. Equivalent round pipe D-load using a dead load calculated at 130 lbs/cu.ft. shall be used for the strength criteria for conduit not under pavement. If pre-cast concrete pipe is used, Class II strength shall be required throughout.

7.3 Jointing: All precast conduit shall be self-centering with joints mortar grouted on the inside of the conduit. Outside grouting will not be required. CMP jointing shall be in accordance with Section 7.6.4. SPECIAL PROVISIONS.

7.4 Shop Drawings: The various conduit materials may require minor changes in details other than indicated on the drawings. It shall be the responsibility of the Contractor at no cost to the City to prepare shop drawings of details of construction, should the conduit material proposed by the Contractor require modification of details shown on the plans. The shop drawings shall be submitted to the design engineer for approval two weeks prior to the start of construction at the modified work location.

7.5 CAST-IN-PLACE CONCRETE PIPE

7.5.1 This product is to conform to Standard Specifications Section 620 except as amended by this provision. Section 620.2.4 should read slump not less than 1½ inches nor more than 3 inches.
Section 620.3.2 amend paragraph (B)-(2) to read 1/12 of the I.D. plus 1 inch.

7.5.2 Design Justification:

The Contractor or his subcontractor shall provide detailed design calculations supporting the minimum design criteria called for in Section 7.2 of these Special Provisions. The design shall follow the requirements of A.C.I. 346-70, except Section 9.6, which shall be deleted.

7.6 CORRUGATED METAL PIPE

7.6.1 General: Corrugated pipe shall comply to MAG Standard Specification 621 and the supplemental provisions of these Special Provisions.

7.6.2 Materials: Smooth corrugated pipe shall have a liner thickness of 0.109 inches or as required to meet the 70 year design requirement and any additional strength requirements in Section 7.2.

7.6.3 Coatings: Smooth metal lined corrugated pipe shall be provided with a bitumastic coating on the inside and outside in accordance with the requirements of AASHO m-190. Minimum coating thickness shall be 0.05 inches. At the end of pipe joints, voids between the outer shell and inner liner shall be plugged solid with coating material a minimum of six inches from the pipe end. Coating integrity may be tested by the engineer.

7.6.4 Jointing: Pipe shall be laid with the separate sections joined together in such a manner that the joint space shall not exceed one-half inch. Once couplings are installed, the inside joint shall be filled in with the material used for coating the pipe.

7.6.5 Backfill: Granular backfill shall be placed a minimum of one foot in depth around the outside perimeter of the pipe.

7.7 Soil conditions encountered along the proposed alignment have been investigated by Fox and Associates, Inc. of Phoenix, AZ. The following paragraphs are extracted from their report to enable Contractors to determine the trenching conditions and any sheeting or shoring that may be required.

7.7 (Cont'd)

"The soils encountered along the alignment are fairly uniform, varying from sandy silt to silty sands. Some lime nodules were evident at some locations."

"Soil moisture contents are variable from dry to slightly moist. No groundwater was encountered. Excavation in most areas should be relatively easy. Trench walls should not be expected to stand unrestrained for very long periods of time. Caving might occur in the deeper trenches if trench walls are unsupported."

"The average unit weight of native soils as compacted backfill is estimated to be 130 pounds per cubic foot for the silts and sands. Retaining walls and thrust blocks may be designed using equivalent fluid pressures of 35 and 400 pounds per cubic foot for the active and passive case respectively."

8.0 Additional Information

All the following is part of this section. Some paragraphs are numbered to relate to MAG Specs.

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 Construction Special Provisions contained herein.

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 CFS Part 5).

CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within one hundred eighty (180) calendar days after the date of Notice to Proceed.

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.

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

ITEM CONTENTS: The herein contained Construction Special Provisions supplement the Uniform Standard Specifications; however, in case of conflict, these Special Provisions supersede the Uniform Standard Specifications.

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 Schedules, shall be included in the prices bid for related items.

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

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.

SUBSECTION 105.6 - COOPERATION WITH UTILITIES:

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

Mountain Bell Telephone Company	263-3219
Salt River Project	273-2202
Arizona Public Service	271-7014
Location Staking (APS, Mt. Bell, SRP) Blue Stakes	263-1100

SUBSECTION 103.6 (A) - CONTRACTOR'S INSURANCE: The contractor shall provide certified evidence of Public Liability and Property Damage Insurance as indicated, naming City of Scottsdale as additional insured.

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.

SECTION 109 - MEASUREMENT AND PAYMENTS:

Payment will be made at the lump sum price bid for each item, which price shall include 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.

SECTION 201 - CLEARING AND GRUBBING:

DEMOLITION AND DISPOSAL OF CONCRETE: This work shall consist of cutting, breaking, removing, and disposing of existing concrete slab and slope lining as indicated on the drawings and as required to complete the work specified.

Saw cuts shall be made along the edge of concrete to be removed where such edge will be exposed in the finished work. Care shall be taken to prevent damage to existing concrete that is to remain. Concrete damaged in the performance of this contract shall be patched, repaired, or replaced as directed by the Engineer at no additional cost to the District.

SECTION 206 - STRUCTURE EXCAVATION AND BACKFILL:

This work shall consist of all excavation, disposal of excavated material, and installation of temporary water diversions as required to complete the work indicated on the drawings and as specified.

DIVERSION AND DEWATERING:

The contractor shall provide temporary sandbag or earth dams or use other means to divert the flow of water from the work area. Saturated soils shall be drained and/or pumped free of surface water and shall be allowed to dry before excavating.

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

_____ being first duly sworn, deposes and says:

That he is _____ of _____
(Title) (Name of Business)

That neither he, nor anyone associated with the said _____

_____, has, directly or indirectly,
(Name of Business)

entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

_____
(Name)

_____
(Title)

_____
(Name of Business)

Subscribed and sworn to before me this _____ day of _____,
19____. My commission expires: _____ 19____.

_____
(Notary Public)

CONTRACT

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

_____

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

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

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

_____

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

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

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

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

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF SECOND PART

_____

By: _____
Chairman, Board of Directors

Date: _____

RECOMMENDED BY:

ATTEST:

_____
Chief Engineer and General Manager
Flood Control District
of Maricopa County

_____
Clerk of the Board

Date: _____

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

_____
PRINCIPAL SEAL

BY: _____

_____
AGENCY OF RECORD

_____
AGENCY ADDRESS

_____
SURETY SEAL

BY: _____

_____
POWER OF ATTORNEY SEAL

BY: _____

CONTRACT NO. FCD 82-24
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

_____
AGENCY ADDRESS

_____
PRINCIPAL SEAL

By: _____

_____
SURETY SEAL

BY: _____

_____
POWER OF ATTORNEY SEAL

BY: _____

CONTRACT NO. FCD 82-24
PERFORMANCE BOND

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD

The _____ Certifies that the following insurance policies have been issued on behalf of

Name of Insured _____

Address of Insured _____

_____

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability	
(1) Workmen's Compensation					Statutory
(2) Contractor(s) Protective Bodily Injury				$500,000	Each Occurrence
(2) Contractor(s) Protective Property Damage				$100,000 $100,000	Each Accident Aggregate
(3) Contractual Bodily Injury				$500,000	Each Occurrence
(3) Contractual Property Damage				$100,000 $100,000	Each Accident Aggregate
(4) Automobile Bodily Injury & Property Damage				$500,000	Each Occurrence

When the project includes construction of a new, or modification of an existing building (in addition to the above types):

(5) Fire and Extended Coverage plus Vandalism and Malicious Mischief For the Full Amount of the Contract, with the Flood Control District of Maricopa County named as an additional insured.

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
(6) Umbrella Coverage				$1,000,000

Policy Includes Coverage For:

(1) a. Damage caused by blasting
b. Damage caused by collapse or structural injury
c. Damage to underground utilities

(2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.

(3) All owned, hired, or non-owned automotive equipment used in connection with the insured operation.

It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Flood Control District of Maricopa County.

It is further agreed that:

(1) These policies shall not expire until all work has been completed and the project has been accepted by the Flood Control District of Maricopa County. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Flood Control District of Maricopa County not less than five days prior to expiration date.)

The Contractor hereby agrees to indemnify and save harmless the Flood Control District of Maricopa County, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents, and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workman's Compensation laws or any other law, bylaw, ordinance, or order or decree.

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date_____ Countersigned by_____

_____
Signature