

# ENGINEERING DIVISION LIBRARY

SPECIAL PROVISIONS  
FOR

25th Avenue Bridge over ACDC

CONTRACT NO. FCD 85-1

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Flood Control District of MC Library  
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Phoenix, AZ 85009



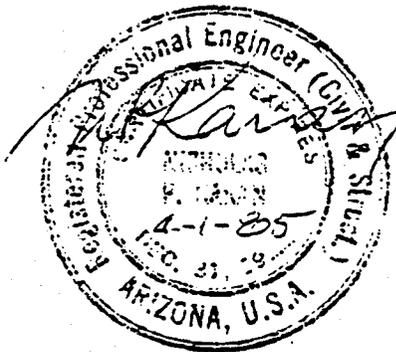
SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD  
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979 AND REVISIONS  
AND SUPPLEMENTS THERETO.

**A118.553**

SPECIAL PROVISIONS  
FOR

25th Avenue Bridge over ACDC

CONTRACT NO. FCD 85-1



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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT NO. FCD 85-1

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INVITATION FOR BIDS  
(Construction Contract)

Project: 25th Avenue Bridge over ACDC Ref. Invitation FCD 85-1  
Date: April 1, 1985  
Issued by: Flood Control District  
Maricopa County  
Location: 25th Avenue at the Arizona Canal, Phoenix, Arizona

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:00 p.m. LOCAL TIME AT THE PLACE OF THE BID OPENING, April 23, 1985, IN THE OFFICE OF THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA 85009, AND AT THAT TIME PUBLICLY OPENED.

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

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

DESCRIPTION OF WORK:

Construction of a detour, detour bridge, permanent concrete bridge, approach roadways, utility modifications and miscellaneous related items.

PRE-BID CONFERENCE:

A pre-bid conference will be held at the Flood Control District offices, 3335 West Durango Street, Phoenix, Arizona, on April 11, 1985, at 10:00 a.m.

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN ONE HUNDRED TWENTY (120) CALENDAR DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED. IN ADDITION, PORTIONS OF THE WORK AS DESCRIBED IN THE CONSTRUCTION SPECIAL PROVISIONS TO THIS CONTRACT MUST BE COMPLETED NO LATER THAN AUGUST 1, 1985.

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
INVITATION FOR BIDS, FCD 85-1  
INSTRUCTIONS TO BIDDERS

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

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

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

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

Unless called for, alternate bids will not be considered.

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
INVITATION FOR BIDS, FCD 85-1  
SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work

25th Avenue at the Arizona Canal, Phoenix, Arizona.

Contract Plans, Special Provisions and Contract Documents: Plans, Special Provisions, and forms for proposal, Bidding Schedule, Contract Agreement and Performance Bond may be obtained from the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, upon payment of \$13.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded. Plans sheets may be purchased separately for a fee of \$8.00, not refundable.

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1614	C.Y.	Roadway Embankment
106	Ton	Select Material
730	Ton	A.B.C.
225	Ton	C-3/4 Asphalt Concrete
987	C.Y.	Class A Concrete
210,550	Lbs.	Reinforcing Steel
1	L.S.	Detour Bridge
402	L.F.	Drilled Shaft Foundation

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

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



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

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

BIDDING SCHEDULE

Project: 25th Avenue Bridge over ACDC

Contract: FCD 85-1

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
211	1,614	C.Y.	Roadway Embankment	FIVE AND $\frac{00}{100}$ DOLLARS	\$ 5.00	\$ 8,070.00
215	1	L.S.	Earthwork for Channel	ONE HUNDRED FIFTY THOUSAND AND $\frac{00}{100}$ DOLLARS	150,000.00	150,000.00
310-1	106	Ton	Select Material	TEN AND $\frac{00}{100}$ DOLLARS	10.00	1,060.00
310-2	730	Ton	Aggregate Base Course	TEN AND $\frac{00}{100}$ DOLLARS	10.00	7,300.00
321-1	225	Ton	C-3/4 Asphalt Concrete	FIFTY AND $\frac{00}{100}$ DOLLARS	50.00	11,250.00
340	1	L.S.	Misc. Concrete Work	TEN THOUSAND AND $\frac{00}{100}$ DOLLARS	10,000.00	10,000.00
350-1	1	L.S.	Removal of Existing Improvements	TWENTY THOUSAND AND $\frac{00}{100}$ DOLLARS	20,000.00	20,000.00
350-2	1	L.S.	Removal of Detour Improvements	TWENTY-FIVE THOUSAND AND $\frac{00}{100}$ DOLLARS	25,000.00	25,000.00

BIDDING SCHEDULE

Project: 25th Avenue Bridge over ACDC

Contract: FCD 85-1

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
401	1	L.S.	Traffic Control	TWELVE-THOUSAND FIVE-HUNDRED AND <sup>00</sup> / <sub>100</sub> DOLLARS	12,500.00	12,500.00
415	50	L.F.	Flexible Metal Guardrail	THIRTY AND <sup>00</sup> / <sub>100</sub> DOLLARS	30.00	1,500.00
505-1	987	C.Y.	Class A Concrete	ONE HUNDRED FIFTY AND <sup>00</sup> / <sub>100</sub> DOLLARS	150.00	148,050.00
505-2	210,500	Lbs.	Reinforcing Steel	NO DOLLARS AND <sup>35</sup> / <sub>100</sub> DOLLARS	.35	73,675.00
505-3	1	L.S.	Detour Bridge Superstructure	NINETY SIX THOUSAND EIGHT HUNDRED FORTY FIVE AND <sup>00</sup> / <sub>100</sub> DOLLARS	96,810	96,810 <sup>00</sup>
505-4	402	L.F.	Drilled Shaft Foundation (24") (including, conc., stl, etc.)	SEVENTY FIVE AND <sup>00</sup> / <sub>100</sub> DOLLARS	75.00	30,150.00
506	7	Ea.	Type VI AASHTO Girders	EIGHTEEN THOUSAND, FIVE HUNDRED AND <sup>00</sup> / <sub>100</sub> DOLLARS	18,500.00	129,500.00
520	210	L.F.	ADOT Std. H-1-1 Single-Rail Handrail	THIRTY FIVE AND <sup>00</sup> / <sub>100</sub> DOLLARS	35.00	7,350.00

BIDDING SCHEDULE

Project: 25th Avenue Bridge over ACDC

Contract: FCD 85-1

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
610-1	295	L.F.	12" Temporary Water Line	THIRTY AND <sup>00</sup> / <sub>100</sub> DOLLARS	30.00	8,850.00
610-2	216	L.F.	12" Permanent Water Line	THIRTY AND <sup>00</sup> / <sub>100</sub> DOLLARS	30.00	6,480.00
610-3	223	L.F.	12" Permanent Pay Back Line	THIRTY AND <sup>00</sup> / <sub>100</sub> DOLLARS	30.00	6,690.00
610-4	1	L.S.	12" Temporary Pay Back Line	TEN THOUSAND AND <sup>00</sup> / <sub>100</sub> DOLLARS	10,000.00	10,000.00
615	322	L.F.	18" V.C.P. Sewer Line	SEVENTY FIVE AND <sup>00</sup> / <sub>100</sub> DOLLARS	75.00	24,150.00
618	1	L.S.	Storm Drain Work	FIVE THOUSAND AND <sup>00</sup> / <sub>100</sub> DOLLARS	5,000.00	5,000.00
625	4	Ea.	Sanitary Sewer Manholes	THREE THOUSAND AND <sup>00</sup> / <sub>100</sub> DOLLARS	3,000.00	<del>3,000.00</del> 12,000.00

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

Addendum No. 1 dtd 4/15/85

Total 805,385<sup>00</sup>

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: April 23, 1985.

IF BY AN INDIVIDUAL:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

IF BY A FIRM OR PARTNERSHIP:

\_\_\_\_\_ (Firm Name) \_\_\_\_\_ (Firm Address)

By: \_\_\_\_\_

\*Name and Address of Each Member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_, 19\_\_\_\_.

IF BY A CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
(Corporate Name) (Corporation Address)

By: \_\_\_\_\_  
\_\_\_\_\_

\*\*Incorporated under the Laws of \_\_\_\_\_

Names and Addresses of Officers:

\_\_\_\_\_  
\_\_\_\_\_  
(President) (Address)

\_\_\_\_\_  
\_\_\_\_\_  
(Secretary) (Address)

\_\_\_\_\_  
\_\_\_\_\_  
(Treasurer) (Address)

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

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

CONSTRUCTION SPECIAL PROVISIONS  
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
FCD CONTRACT NO. 85-1  
for  
25TH AVENUE BRIDGE  
over  
ARIZONA CANAL DIVERSION CHANNEL

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

LOCATION OF THE WORK: This project is located in Phoenix, Arizona, on 25th Avenue at the Arizona Canal Diversion Channel, approximately 1/4 mile north of Dunlap Avenue.

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

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

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

CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within one hundred twenty (120) calendar days after the date of Notice to Proceed. In addition, the Contractor must have traffic routed over the new bridge and must have that portion of the detour that lies north of the Arizona Canal removed and restored to preconstruction conditions no later than August 1, 1985. The Contractor will double-shift the work, use high-early strength concrete, etc. as necessary to ensure that the August 1, 1985 deadline is met for this removal and restoration. Extensions granted to the overall contract time due to weather delays, etc. will not affect this August 1, 1985 deadline. Failure to meet this August 1, 1985 deadline will result in damages assessed in accordance with Section 108.9 of these Special Provisions.

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.

MATERIAL SOURCES: Select Material, Aggregate Base and Mineral Aggregate shall be obtained from commercial sources. The Contractor shall pay all royalties, or any other charges or expenses, incurred in connection with the securing and hauling of the material. The Contractor will be required to furnish the Engineer with a list of his proposed commercial sources prior to use, and shall present certificates stating that the material produced from commercial sources is in accordance with the Uniform Standard Specifications and these Special Provisions.

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

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

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

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

SECTION 102 - ADDENDA & SUBMISSION OF BIDDING SCHEDULE: It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addenda have been issued. This may be accomplished by calling 602-262-1501. Any addendum issued, if not already bound into the Special Provisions, must be included as a part of the Special Provisions, and any quantities on the Bidding Schedule requiring change shall be adjusted by pen and ink to the new figure.

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

SECTION 102.5 - PREPARATION OF PROPOSAL: The bidder's Arizona State Contractor's License number and classifications need not be shown on the proposal. The possession of such a license is no longer a bidding requirement; however, the Contractor may be required to provide certification of prior satisfactory completion for similar construction.

SECTION 103.6 - CONTRACTOR'S INSURANCE: Concurrently with the execution of the contract, the Contractor shall furnish a Certificate of Insurance. The types of insurance and the limits of liability shall be as indicated thereon, i.e.

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

SECTION 105.2 - PLANS AND SHOP DRAWINGS: The number of copies of plans/shop drawings required for review and/or approval shall be as follows:

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

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

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

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

Flood Control District.....	262-1501
Mountain Bell Telephone Company.....	163-3219
Salt River Project.....	273-2202
Arizona Public Service.....	271-7014
Location Staking (A.P.S., Mtn. Bell, S.R.P.).....	263-1100
Maricopa County Highway Department.....	262-3631

SECTION 105.8 CONSTRUCTION STAKES, LINES AND GRADES: The project control line and bench mark elevation are shown on the drawings and will be established by the Engineer. The Contractor shall establish offset stakes and temporary bench marks for referencing the designated construction lines and grades. The Contractor shall provide all rough grade, fine grade, and structural reference lines and shall be responsible for their conformance with the plans and specifications.

Survey work shall be performed by a qualified and experienced surveyor under the supervision of a licensed land surveyor.

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

SECTION 105.12--MAINTENANCE DURING CONSTRUCTION: The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end so that the roadway or structures are kept in satisfactory conditions at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All cost of maintenance work during construction and before the project is accepted shall be included in the unit bid price on the various pay items.

SECTION 105.13--FAILURE TO MAINTAIN ROADWAY OR STRUCTURE: If the Contractor, at any time, fails to perform maintenance during construction, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project. The entire cost of this maintenance will be deducted from monies due or to become due the Contractor on his contract.

SECTION 107.2 - PERMITS: The Contractor shall be responsible for obtaining all permits and licenses, pay all charges, fees, taxes and give all notices necessary and incidental to the due and lawfull prosecution of the work. Permits for earth moving may be obtained from the Bureau of Air Pollution Control, Maricopa County Department of Health Services, 1845 East Roosevelt, telephone number 258-6381.

SECTION 107.10--CONTRACTOR'S RESPONSIBILITY FOR WORK: The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished work, by the action of the elements or from any other cause until the entire project is completed and accepted by the Engineer. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the Contracting Agency. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the Contracting Agency.

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

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

The Contractor acknowledges that he must have traffic routed over the new bridge and must have that portion of the detour that lies north of the Arizona Canal removed and restored to preconstruction conditions no later than August 1, 1985, because of development of contiguous property, and the District may suffer potential liabilities which cannot be presently determined if construction in the above described area is not completed and the area restored to preconstruction conditions by August 1, 1985. If the Contractor fails to finish said construction and restoration by August 1, 1985, he will be liable for liquidated damages as provided in table 108 of the MAG Uniform Standard Specifications and any additional engineering and inspection costs and additional actual damages directly attributable to the failure to complete construction and restoration in the above described area by August 1, 1985.

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

The Contractor shall note that trees on private property south of the canal shall not be removed without prior approval of the Owner and the Contractor will be required to work around trees and protect them from damage during the course of his work.

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

SECTION 205 - ROADWAY EXCAVATION: The work under this item consists of the excavation involved in the roadways as indicated on the plans and shall be in accordance with Section 205 of the Uniform Standard Specifications. The detour, when no longer required, shall be excavated and the earth material returned to the borrow area (see Section 350).

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

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

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

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

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

No separate payment will be made for Type "A", select material used as designated on the plans for Special Backfill Material and the cost thereof shall be included in price bid for related work.

SECTION 210 - BORROW EXCAVATION: Borrow shall consist of material excavated for use in the construction of the detour roadway embankment

fills. Borrow material shall be excavated to the lines and grades and within the adjacent ACDC right of way limits designated by the Flood Control District. Excavated material returned to the borrow area shall be graded to fill low areas and present a uniform appearance.

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

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

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

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

SECTION 215 - EARTHWORK FOR CHANNEL: Earthwork for channel excavation under bridge shall be in accordance with Section 215 of the Uniform Standard Specifications.

During construction of the new bridge, while the detour is in service, it will be necessary to shore the detour roadway slopes to protect the temporary underground utilities and to permit structural excavation of the bridge abutments.

The channel excavation shall be stockpiled within the ACDC channel right of way east of the new bridge as directed by the Flood Control District.

The work within the diversion channel shall be measured and paid for on a lump sum basis and shall include clearing, stripping, excavation, fill, backfill, grading, hauling and stockpiling of excavated earth materials, shoring and dewatering.

Removal of existing improvements such as concrete, asphalt pavement and underground piping, etc. shall be paid for under item 350-1.

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

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

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

SECTION 310 - UNTREATED BASE: Select Material and Aggregate Base shall conform to the requirements of Section 702 of the Uniform Standard Specifications. Select Material and Aggregate Base shall be crushed in accordance with Section 702.2.

The Contractor will be required to furnish the Engineer certified weight tickets covering all of the Select Material and Aggregate Base placed on the project. Payment for Untreated Base-Select and Aggregate Base will be made on the basis of the price bid per ton.

SECTION 315 - BITUMINOUS PRIME COAT

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

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

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

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

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

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

The mineral aggregate shall meet the grading requirements within the range of the specified tolerances for Mix-Designations C-3/4 in accordance with Section 710 of the Uniform Standard Specifications and City of Phoenix Supplement to the Uniform Standard Specifications.

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

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

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

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

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

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

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

SECTION 336 - PAVEMENT MATCHING AND SURFACE REPLACEMENT: Existing pavements which are to be matched by the temporary detour pavement and/or new roadway pavement shall be trimmed to a neat, straight and vertical edge. The trimmed edges shall be painted with a light coat of emulsified asphalt immediately prior to constructing the new abutting pavement. Costs for this work shall be incidental to the pavement construction.

SECTION 340 - CONCRETE WORK: Included under this section are the concrete barrier transitions (off the detour bridge), concrete curbs, gutters, sidewalks (off the bridge) and driveway entrances.

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

SECTION 350 - REMOVAL OF EXISTING AND DETOUR IMPROVEMENTS: Removal of existing improvements shall consist of the removal and disposal of any obstacle to construction, whether shown on the plans or not, unless specifically called out on the plans to be removed or relocated by other agencies.

The detour, when no longer required, shall be excavated and the earth material returned to the borrow area. The superstructure of the detour bridge shall be dismantled and the parts stockpiled by the contractor at a location within the ACDC right of way near the north end of the detour bridge. The Contractor shall remove the abutment cap beams down to the top of the drilled shaft foundations, as well as any reinforcing steel protruding from the drilled shafts. The Contractor shall restore the banks of the SRP Canal to preconstruction conditions.

Disposal of all waste material under Section 350 other than earth

material shall be off-site and shall be the responsibility of the Contractor.

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

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

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

The Contractor shall provide and maintain safe and adequate access, including pavement surfacing of the detour for two-way traffic, at all times. Detour to bypass the construction zone shall be as shown on the plans. Construction and detour advance warning signs shall be 48 inches in size and shall be installed 1500, 1000 and 500 feet prior to the construction zone at each end. A five (5) foot high deceleration berm of loose sandy material with nothing over three inches in size shall be placed completely over the paved portion of the road on each approach to the bridge. Internal construction barricading and signing shall be required to provide access and guide traffic through the zone with a speed posted at 20 miles per hour.

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

Payment for providing and maintaining traffic control will be at the lump sum bid price in the proposal. Such price shall include all traffic control devices and traffic control measures, such as warning and control signs, barricades, lighting devices, paint striping, delineators, flagmen and other appurtenant items related to traffic control and safety. Included in the price shall be the maintenance of the detour pavement surface and pavement striping for the detour and the new bridge and approaches.

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

The work under this item includes the abutment cap beams and drilled

shaft foundations for the temporary detour bridge. The abutment cap beam concrete and reinforcing steel shall be as specified in the above paragraph. The drilled shaft foundations shall be as specified in Section 609 of the Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction", 1982 Edition, including method of measurement and basis of payment (ITEM 505-4), except that strength of concrete and grade of reinforcing steel shall be as specified in the above paragraph. The Flood Control District will provide the box beams for the temporary detour bridge. The Contractor will be required to dismantle and transport five box beams and hand railing from an existing bridge at the Arizona Canal east of 51st Avenue. The other five box beams along with 8 each, 20-foot long sections of pre-cast jersey barriers will be delivered to the 25th Avenue site by the Flood Control District on or before May 10, 1985. The Contractor will be required to erect all ten box beams at the Arizona Canal 25th Ave. site. The cost of dismantling the box beams at 51st Avenue and transporting, erecting all box beams at 25th Ave., furnishing and installing bearing pads and steel tension rods, and installing railings and safety barriers on the detour structure shall be included in the lump sum bid price for ITEM 505-3 Detour Bridge Superstructure. For removal of the temporary detour bridge at 25th Ave. see Section 350 of these Special Provisions. The abutments of the bridge at 51st Ave. will remain in place, and any unused parts of the superstructure are to remain the property of the Flood Control District and are to be stockpiled by the Contractor at a location adjacent to the 51st Avenue detour bridge within the ACDC right-of-way.

Polyvinylchloride Pipe for Utility Duct shall be class 150.

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

Payment for concrete will be made at the bid price per cubic yard for ITEM 505-1 Class A Concrete, and at the unit price bid per pound for ITEM 505-2 Reinforcing Steel, including concrete and reinforcing steel for the temporary detour bridge abutment cap beams.

#### SECTION 506 - PRECAST PRESTRESSED CONCRETE GIRDERS

The work under this item shall consist of furnishing all labor, material and equipment necessary to construct, complete in place, the AASHTO Type VI bridge girders for the permanent 25th Avenue bridge. The work under this section shall conform to the applicable requirements of Section 506 of the Uniform Standard Specifications. The girder design is based on conventional AASHTO Type VI girders. The contractor may re-design the girders at his own expense based on a modified Type VI girder cross section, submitting his calculations to the Engineer for review with the shop drawings. The calculations must be approved by the Engineer before use of the modified Type VI girders will be allowed. The calculations must show that, aside from the lighter dead load of the girder itself, the modified Type VI girder must have a capacity which equals or exceeds the capacity of the conventional girder shown on the plans for resisting all other dead loads and live load at working stress level.

Concrete for bridge girders shall have a minimum compressive strength of 5500 psi at 28 days. Transfer strength shall be 4000 psi minimum.

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

Elastomeric Bearing Pads shall be in accordance with AASHTO requirements and shall be made of durometer 60 neoprene or natural rubber. Pads shall conform to the dimensions and thicknesses shown on the drawings. No separate payment will be made for bearing pads, and the costs thereof shall be included in the price bid for items to which they are appurtenant.

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

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

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

SECTION 520 - HANDRAIL: The work under this item consists of furnishing and installing handrail and related embeds. Work shall conform to the applicable paragraphs of Section 520 - Steel and Aluminum Handrails of the Uniform Standard Specifications, and ADOT Std. H-1-1, Single Handrail. Payment for handrailing will be made at the bid price per linear foot for ITEM 520 Single-Rail Handrail.

SECTION 530 - PAINTING: The work under this item consists of painting of the two exposed 12" waterlines and appurtenances in accordance with Section 530 of the Uniform Standard Specifications.

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

Finish coats shall be as specified under 530.9.1 Structural Steel. See Section 790 of these Special Provisions for paint color.

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

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

related items of work.

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

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

The 12" water lines for the potable water main and the payback line shall be ductile iron class 52. Flanged joints shall be used above grade, and mechanical joints used below grade, unless otherwise approved by the Engineer.

A Style 38, Code 0136, Dresser Coupling, or approved equal, shall be provided at midspan of bridge to allow for 1" expansion of pipe when lines are dry.

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

A temporary payback line must be installed outside the work area until the permanent line is completed on the bridge. A schematic alignment has been presented on the plans. The use of quick coupled aluminum irrigation pipe above ground will be acceptable. Payment for the temporary payback line shall be on a lump sum basis. The temporary line shall discharge into the canal at the same distance from the canal bank as the existing permanent line.

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

SECTION 615 - SANITARY SEWER LINE CONSTRUCTION: The work shall consist of the construction of 4 new manholes and 322 L.F. of 18" sewer line. The work shall be as indicated on the drawings and in conformance with Section 615 of the Uniform Standard Specifications and applicable Uniform Standard Details.

Payment for the work shall be made at the bid price in the proposal and

shall be compensation in full for excavation, shoring, bedding, all required material, installation of pipe, backfill, compaction, testing and related items of work.

SECTION 618 - STORM DRAIN WORK:

The work under this item consists of constructing a temporary drainage ditch, as shown on the drawings, to divert the flow from the west catch basin located at approximately sta 7 + 80. When the work on the drainage pipe passing through the north abutment is completed, the flow shall be diverted to the underside of the new bridge. The Contractor shall be responsible for handling all storm water flows, as required to protect his work and the traveling public.

Measurement and payment for storm drain work shall be on a lump sum basis and shall include all costs related to storm water.

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

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

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

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

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

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

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

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

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

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

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

Any facility or work which may be performed for the accommodation of any utility shall be paid for by the utility owner. The Contractor shall make all arrangements that may be necessary for the construction and any financial agreement shall be solely between the Contractor and the utility owner.

No vehicular loads will be permitted on the 25th Avenue bridge until the bridge deck concrete and approach slab concrete have both reached at least 75% of their required 28 day strength, as verified by concrete cylinder tests.

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

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

The Contractor shall take special precautions to keep the area around the bridges properly barricaded with sand berms, barricades, barrels, etc. and marked with flares to prevent automotive traffic from running into the channel or the canal or crossing the new bridge structure prior to the bridge deck slab and approach slabs reaching their required strength as defined above.

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



CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_, by and between \_\_\_\_\_

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

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

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

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

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

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

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

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
PARTY OF SECOND PART

\_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Directors

Date: \_\_\_\_\_

RECOMMENDED BY:

ATTEST:

\_\_\_\_\_  
Chief Engineer and General Manager  
Flood Control District  
of Maricopa County

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

LEGAL REVIEW

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(hereinafter called the Principal), as Principal, and

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

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

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

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENCY OF RECORD

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY ADDRESS

\_\_\_\_\_  
SURETY SEAL

BY: \_\_\_\_\_

\_\_\_\_\_  
POWER OF ATTORNEY SEAL

BY: \_\_\_\_\_

CONTRACT NO. FCD 85-1  
PAYMENT BOND \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(hereinafter called the Principal), as Principal, and

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

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

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

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

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

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
PRINCIPAL SEAL

By: \_\_\_\_\_

\_\_\_\_\_  
AGENCY ADDRESS

\_\_\_\_\_  
SURETY SEAL

By: \_\_\_\_\_

CONTRACT NO. FCD 85-1  
PERFORMANCE BOND

\_\_\_\_\_  
POWER OF ATTORNEY SEAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 85-1 PROJECT TITLE \_\_\_\_\_

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

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

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

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

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

DATE ISSUED \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

It is further agreed that:

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

Date \_\_\_\_\_

\_\_\_\_\_  
Contractor