

Project Specifications and
Contract Documents

FCD 88-2

**NEW RIVER IMPROVEMENTS
UTILITY RELOCATIONS
OLIVE AVENUE TO GRAND AVENUE**



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**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PHOENIX, ARIZONA**

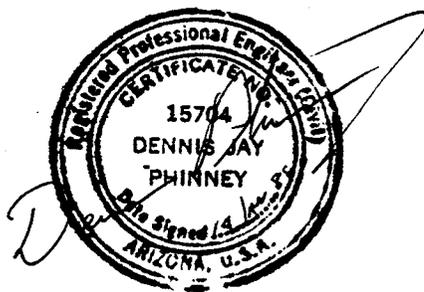
Prepared by

NBS//LOWRY
ENGINEERS & PLANNERS

JANUARY, 1988

A371,505

CONTRACT NO. FCD 88-2



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 FCD 88-2

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INVITATION FOR BIDS
(Construction Contract)

Ref. Invitation FCD 88-2
Date: April 5, 1988
Issued by: Flood Control District
of Maricopa County

Vicinity: New River Improvements
Utility Relocations
Olive Avenue to Grand Avenue
Along New River

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:00 PM, LOCAL TIME AT THE PLACE OF THE BID OPENING APRIL 20, 1988 IN THE OFFICE OF THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA, 85009, AND AT THAT TIME PUBLICLY OPENED.

A PRE-BID CONFERENCE WILL BE HELD ON APRIL 18, 1988, AT 10:00 AM IN THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY CONFERENCE ROOM, 3335 WEST DURANGO STREET. IT IS IN THE BEST INTEREST OF PROSPECTIVE BIDDERS TO ATTEND THE PRE-BID CONFERENCE.

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, CASHIER'S 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:

- Schedule A - Relocate Approximately 98 L.F. of 10-inch Sanitary Pressure Sewer complete with appurtenances.
- Schedule B - Relocate Approximately 554 L.F. of 8-inch Sanitary Pressure Sewer complete with appurtenances.
- Schedule C - Relocate Approximately 635 L.F. of 12-inch Domestic Water line complete with appurtenances.
- Schedule D - Relocate Approximately 592 L.F. of 8-inch Domestic Water line complete with appurtenances.
- Schedule E - Relocate Approximately 610 L.F. each of 24-inch and 10-inch parallel gravity sewer siphon, complete with appurtenances.

INVITATION FOR BIDS
NO. FCD 88-2

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED
WITHIN 120 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, EDITION OF
1979 (MAG) AND 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

INVITATION FOR BIDS
NO. FCD 88-2

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

1. Explanation to Bidders. Any explanations desired by the bidder, questions, or items for clarification regarding the meaning or interpretation of the invitation for bids, drawings, specifications, 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. It is in the best interest of the bidders to attend the pre-bid conference. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and the location 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 within 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 the bid guarantee shall be retained as liquidated damages.

INVITATION FOR BIDS
NO. FCD 88-2

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 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 or paragraph number; however, in case of conflict, these instructions and Special Provisions supersede the Uniform Standard Specifications (MAG).

INVITATION FOR BIDS
NO. FCD 88-2

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 88-2
SPECIAL INSTRUCTIONS TO BIDDER

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 \$10.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded.

APPROXIMATE QUANTITIES FOR PRINCIPAL ITEMS
SCHEDULES A, B, C, D, AND E

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
98	L.F.	Furnish & install 10" M.J.D.I.P. CL 52 Pressure Sewer and appurtenances.
554	L.F.	Furnish & install 8" M.J.D.I.P. CL 52 Pressure Sewer and appurtenances.
635	L.F.	Furnish & install 12" M.J.D.I.P. CL 52 Water Line and appurtenances.
687	L.F.	Furnish & install 8" M.J.D.I.P. CL 52 Water Line and appurtenances.
175	L.F.	Furnish & install 6" M.J.D.I.P. CL 52 Water Line and appurtenances.
57	L.F.	Furnish & install 30" CL III R.G.R.C.P. and appurtenances.
36	L.F.	Furnish & install 36" CL III R.G.R.C.P. and appurtenances.
610	L.F.	Furnish & install 10" M.J.D.I.P. CL 52 gravity sewer siphon and appurtenances.
610	L.F.	Furnish & install 24" M.J.D.I.P. CL 52 gravity sewer siphon and appurtenances.
2	EA	Furnish & install 60" M.H. MAG STD 420 & 423 Type A complete.
2	EA	Furnish & install 60" M.H. MAG STD 420 & 423 Type A w/ special bottom Plan Sht. 9 complete.

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.

Location of Work: The proposed work is located in Peoria, Arizona along the New River Channel from Olive Avenue to Grand Avenue.

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

INVITATION FOR BIDS
CONTRACT NO. FCD 88-2

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: New River Improvements
Utility Relocations

Invitation
Date:

Location: Peoria Arizona, along New River channel from Olive Avenue to
Grand Avenue

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 Contract amount of
this proposal is (in words) _____

_____ and _____/100 dollars, (in figures)
_____, this amount being the sum total of the extended
amount for each pay item on the Bidding Schedule.

Evidence of authority to submit the Proposal is herewith furnished. The Proposal is in all respects fair and is made without collusion on the part of any person, firm, or corporation mentioned above, and no member or employee of the Flood Control District Board of Directors is personally or financially interested, directly or indirectly in the Proposal, or in any purchase or sale of any materials or supplies for the work in which it relates or in any portion of the profits thereof.

The Undersigned certifies that the approved Plans, Uniform Standard Specifications for Public Works Construction, 1979 Edition (MAG) and revisions and supplements thereto, together with the Special Provisions, forms of Contract and Bond authorized by the Board of Directors and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected.

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Specifications, Special Provisions, or conditions to be overcome, be pled. On the basis of the Plans, Specifications, Special Provisions, the forms of Contract, and the Bond proposed for use, the Undersigned proposes to furnish

all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work and to furnish all the materials in the manner specified and to finish the entire project within the time hereinafter proposed and to accept, as full compensation therefor, the sum of various products obtained by multiplying each unit price, herein bid for work or materials, by the quantity thereof actually incorporated in the completed project, as determined by the Chief Engineer and General Manager, Flood Control District of Maricopa County.

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

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
 UTILITY RELOCATIONS
 OLIVE AVE TO GRAND AVENUE

CONTRACT NO: FCD 88-2

SCHEDULE A: 10" YOUNGTOWN PRESSURE SEWER RELOCATION

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
1	1	L.S.	MOBILIZATION, DEMOBILIZATION, VERIFICATION OF UTILITY LOCAT			
2	1	L.S.	SHORING AND BRACING			
3	2	EA.	TIE IN TO EXISTING PIPELINE			
4	98	L.F.	FURNISH AND INSTALL 10" M.J.DIP - CLASS 52			
5	1	L.S.	REMOVE 98+ L.F. EXISTING 10" DIP AND CONC. ENCASEMENT			
6	18	C.Y.	SLURRY BACKFILL			
7	25	C.Y.	REMOVE AND REPLACE RIP-RAP			
8	1	L.S.	TRAFFIC CONTROL			
9	200	LBS.	FURNISH AND INSTALL EXCESS DIP FITTINGS NOT SHOWN ON PLAN			
10	1	L.S.	TESTING-3 MOISTURE DENSITY RELATIONSHIPS & COMPACTION			

TOTAL SCHEDULE A: _____

BIDDING SCHEDULE

**PROJECT: NEW RIVER IMPROVEMENTS
UTILITY RELOCATIONS
OLIVE AVE TO GRAND AVENUE**

CONTRACT NO: FCD 88-2

SCHEDULE B: 8" CITY OF PEDRIA PRESSURE SEWER RELOCATION

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
1	1	L.S.	MOBILIZATION, DEMOBILIZATION, VERIFICATION OF UTILITY LOCAT			
2	1	L.S.	SHORING AND BRACING			
3	2	EA.	TIE-IN TO EXISTING 8" DIP PIPELINE			
4	554	L.F.	FURNISH AND INSTALL 10" M.J. DIP - CLASS 52			
5	4	L.F.	SAWCUT AND REMOVE 6" VERTICAL CURB			
6	4	L.F.	INSTALL 6" VERTICAL CURB			
7	1	L.S.	TESTING-3 MOISTURE DENSITY RELATIONSHIPS & COMPACTION			
8	50	C.Y.	REMOVE AND REPLACE RIP-RAP			
9	67	C.Y.	SLURRY BACKFILL			
10	43	S.Y.	SAWCUT AND REMOVE EXISTING A.C. DRIVEWAY			

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
 UTILITY RELOCATIONS
 OLIVE AVE TO GRAND AVENUE

CONTRACT NO: FCD 88-2

SCHEDULE B: 8" CITY OF PEORIA PRESSURE SEWER RELOCATION

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
11	47	TONS	FURNISH AND INSTALL A.C. PYMT REPL. MAG S.D. 200, TYPE B			
12	75	S.F.	SAWCUT AND REMOVE EXISTING CONCRETE DRIVEWAY			
13	75	S.F.	CONCRETE DRIVEWAY STANDARD DETAIL P-1255			
14	500	LBS.	FURNISH AND INSTALL EXCESS DIP FITTINGS NOT SHOWN ON PLANS			
15	1	L.S.	TRAFFIC CONTROL			

TOTAL SCHEDULE B: _____

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
 UTILITY RELOCATIONS
 OLIVE AVE TO GRAND AVENUE

CONTRACT NO: FCD 88-2

SCHEDULE C: 12" CITY OF PEORIA WATERLINE RELOCATION

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
1	1	L.S.	MOBILIZATION, DEMOBILIZATION, VERIFICATION OF UTILITY LOCAT			
2	1	L.S.	SHORING AND BRACING			
3	2	EA.	TIE IN TO EXISTING 8" WATERLINE			
4	635	L.F.	FURNISH AND INSTALL 12" M.J.DIP - CLASS 52			
5	95	L.F.	FURNISH AND INSTALL 8" M.J.DIP CLASS 52			
6	1	EA.	FURNISH AND INSTALL 18" GATE VALVE			
7	1	EA.	FURNISH AND INSTALL 16" GATE VALVE			
8	1	EA.	FURNISH AND INSTALL 6" FIRE HYDRANT, CITY OF PEORIA DETAIL			
9	2	EA.	FURNISH AND INSTALL 8"x8" TAPPING SLEEVE AND VALVE			
10	4	EA.	FURNISH AND INSTALL VALVE BOX AND COVER, MAG 391-1-"A"			

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
UTILITY RELOCATIONS
OLIVE AVE TO GRAND AVENUE

CONTRACT NO: FCD 88-2

SCHEDULE C: 12" CITY OF PEORIA WATERLINE RELOCATION

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
11	2	EA.	CUT AND PLUG EXISTING 8" WATERLINE			
12	100	C.Y.	SLURRY BACKFILL			
13	500	LBS.	FURNISH AND INSTALL EXCESS DIPI FITTINGS NOT SHOWN ON PLANS			
14	1	L.S.	TESTING-3-MOISTURE DENSITY RELATIONSHIPS & COMPACTION			

TOTAL SCHEDULE C: _____

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
 UTILITY RELOCATIONS
 OLIVE AVE TO GRAND AVENUE

CONTRACT NO: FCD 88-2

SCHEDULE D: 8" CITY OF PEDRIA WATERLINE RELOCATION AT GRAND AVENUE

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
1	1	L.S.	MOBILIZATION, DEMOBILIZATION, VERIFICATION OF UTILITY LOCAT			
2	1	L.S.	SHORING AND BRACING			
3	1	EA.	TIE-IN TO EXISTING 8" WATER LINE			
4	592	L.F.	FURNISH AND INSTALL 8" M.J.DIP - CLASS 52			
5	175	L.F.	FURNISH AND INSTALL 6" M.J.DIP - CLASS 52			
6	1	L.S.	REMOVE EXISTING F.H. AND VALVE & RE-INSTALL AT NEW LOCATION			
7	1	EA.	FURNISH AND INSTALL 8" GATE VALVE			
8	1	EA.	FURNISH AND INSTALL 6" GATE VALVE			
9	3	EA.	FURNISH AND INSTALL VALVE BOX AND COVER, MAG 391-1 TYPE "A"			
10	1	L.S.	TESTING-3-MOISTURE DENSITY RELATIONSHIPS & COMPACTION			

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
UTILITY RELOCATIONS
OLIVE AVE TO GRAND AVENUE

CONTRACT NO: FCD 88-2

SCHEDULE D: 8" CITY OF PEDRIA WATERLINE RELOCATION AT GRAND AVENUE

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
11	500	LBS.	FURNISH AND INSTALL ANY EXCESS FITTINGS NOT SHOWN ON PLANS			
12	1	EA.	FIELD LOCATE AND RE-CONNECT ANY EXISTING ACTIVE WATER SERVICE LINES TO NEW 8" LINE			
13	71	C.Y.	SLURRY BACKFILL			

TOTAL SCHEDULE D: _____

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
 UTILITY RELOCATIONS
 OLIVE AVE TO GRAND AVENUE

CONTRACT NO: FCD 88-2

SCHEDULE E: 24" SUN CITY SEWER CO. SANITARY SEWER RELOCATION

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
1	1	L.S.	IMOBILIZATION, DEMOBILIZATION, VERIFICATION OF UTILITY LOCAT			
2	1	L.S.	ISHORING AND BRACING			
3	2	EA.	ITIE-IN TO EXISTING 130"-36" SEWER			
4	57	L.F.	IFURNISH AND INSTALL 30" ICLASS III R.G.R.C.P.			
5	36	L.F.	IFURNISH AND INSTALL 36" ICLASS III R.G.R.C.P.			
6	610	L.F.	IFURNISH AND INSTALL 10" IM.J.DIP - CLASS 52			
7	610	L.F.	IFURNISH AND INSTALL 24" IM.J.DIP CLASS 52			
8	2	EA.	IFURNISH AND INSTALL 60" M.H. IMAG STD. DTL. 420 & 423 TYPE AI			
9	2	EA.	IFURNISH AND INSTALL 60" M.H. IMAG STD. DTL. 420 & 423 TYPE AI IW/ SPECIAL BOTTOMS, PLAN SHT 91			

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
UTILITY RELOCATIONS
OLIVE AVE TO GRAND AVENUE

CONTRACT NO: FCD 88-2

SCHEDULE E: 24" SUN CITY SEWER CO. SANITARY SEWER RELOCATION

ITEM NO.	APPROX. QUANT.	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
10	656	C.Y.	SLURRY BACKFILL			
11	1	L.S.	TESTING-3-MOISTURE DENSITY RELATIONSHIPS & COMPACTION			

TOTAL SCHEDULE E: _____

BIDDING SCHEDULE

PROJECT: NEW RIVER IMPROVEMENTS
UTILITY RELOCATIONS
OLIVE AVENUE TO GRAND AVENUE

CONTRACT NO. FCD 88-2

TOTAL SCHEDULE A: _____

TOTAL SCHEDULE B: _____

TOTAL SCHEDULE C: _____

TOTAL SCHEDULE D: _____

TOTAL SCHEDULE E: _____

GRAND TOTAL SCHEDULES
A + B + C + D + E _____

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

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: License No. _____ Classification _____

(Name) (Address)

IF BY A FIRM OR PARTNERSHIP: License No. _____ Classification _____

(Firm Name) (Firm Address)

By: _____

*Name and Address of Each Member:

PROPOSAL
CONTRACT NO. FCD 88-2

Date _____, 19__.

IF BY A CORPORATION: License No. _____ Classification _____

(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.

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its proposal for _____

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

Signed and sealed this _____ day of _____, A.D., 19__.

Principal

Title

Witness:

Surety

Title

Witness:

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FOR

CONTRACT FCD 88-2

PROPOSED WORK:

- Schedule A: Relocate approximately 98 L.F. of 10-inch Sanitary Pressure Sewer complete with appurtenances.
- Schedule B: Relocate approximately 554 L.F. of 8-inch Sanitary Pressure Sewer complete with appurtenances.
- Schedule C: Relocate approximately 635 L.F. of 12-inch Domestic Water Line complete with appurtenances.
- Schedule D: Relocate approximately 592 L.F. of 8-inch Domestic Water line complete with appurtenances.
- Schedule E: Relocate approximately 610 L.F. of 24-inch and 10-inch parallel gravity sewer siphon, complete with appurtenances.

LOCATION OF WORK: Peoria Arizona, along New River Channel from Olive Avenue to Grand Avenue.

SPECIFICATIONS: The work embraced herein and as shown on the plans for the construction of this project shall be done in accordance with the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction dated 1979 and the current revisions thereto, and the Construction Special Provisions contained herein.

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

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT NO. FCD 88-2

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 120 calendar days after receipt of the 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.

The proposed work shall be completed as follows:

- Schedule C and Schedule D shall be completed by July 5, 1988.
- Schedule A and Schedule B shall be completed by July 18, 1988.

That portion of Schedule B located on the Arrowhead Properties (Assessor No. 142-52-6D) shall be completed within five (5) days inclusive of weekend days.

- Schedule E shall be completed by August 27, 1988.

The Right-of-Entry for the Arrowhead Properties (Assessor No. 142-52-6D) will be in effect for no more than five (5) days inclusive of weekend days. The Contractor may elect the precise date on which the Right-of-Entry will commence, and whatever that date may be, the Right-of-Entry will terminate precisely five (5) days later. The Right-of-Entry may commence, at Contractors election, between May 1, 1988 and July 18, 1988; provided, however, that the Contractor provide the Flood Control District with at least ten (10) days written notice of its intent to commence the Right-of-Entry (and the continuous and diligent relocation of the subject sewer lines) on a date and at a time certain. Time is of the essence regarding all the provision of this Right-of-Entry.

CONSTRUCTION SPECIAL PROVISIONS

CONTRACT FCD 88-2

ITEM COMMENTS: 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 Schedule, shall be included in the prices bid for related items.

The Contractor's work area will be located on the southeast corner of Peoria Avenue and the New River.

Access must also be provided to the Corps of Engineers contractor beneath the Grand Avenue bridge and the Peoria Avenue bridge at all times.

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.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 88-2

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 Contractor shall be appropriately licensed as a contractor in the State of Arizona for performing the work in this project.

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

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

SUBSECTION 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.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 88-2

SUBSECTION 105.6 - COOPERATION WITH UTILITIES: An attempt has been made to determine the location of all underground utilities and drainage pipes, culverts and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation 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 as indicated should put the Contractor in contact with the proper personnel:

Flood Control District	262-1501
Mountain Bell Telephone Company	263-3219
Salt River Project	273-2202
Arizona Public Service	271-7014
Location Staking (APS, Mt. Bell, SRP) Blue Stakes	263-1100
Maricopa County Highway Department	233-8600

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.

CONSTRUCTION SPECIAL PROVISIONS

CONTRACT FCD 88-2

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 lawful 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 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 District 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 M.A.G. Specifications 108.9, 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.

In addition to the penalties above, a daily charge of one thousand (1000) dollars will be incurred by the Contractor for each and every calendar day over five (5) consecutive days, from the commencement of the Right-of-Entry, that work remains incomplete on the Arrowhead Properties (Assessor No. 142-52-6D).

SECTION 01010

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The work covered in this contract consists of furnishing and installing the equipment and materials needed to construction relocations of potable waterlines and sanitary sewer pressure lines within the City of Peoria crossing the New River channel, for the Flood Control District of Maricopa County as shown in these contract documents.
- B. All work shall be complete within the time allotted for this contract.

1.02 EXISTING SYSTEM DESCRIPTION

- A. Owner: City of Peoria
 - 1. 8" potable waterline at Cholla midsection line crossing New River.
 - 2. 8" potable waterline at Grand Avenue crossing New River.
 - 3. 8" sanitary pressure sewer at Peoria Avenue crossing New River.
- B. Owner: Town of Youngtown
 - 1. 10" sanitary pressure sewer at Peoria Avenue crossing New River.
- C. Owner: Sun City Sewer Co.
 - 1. 24" gravity sanitary sewer at Olive Avenue crossing New River.

1.03 QUALITY ASSURANCE

- A. All finished work shall be arranged so as to be readily accessible and easy to operate and maintain using tools and equipment normally available to the Owner's maintenance crews.
- B. Combinations of manufactured equipment shall be fully compatible and work safely and successfully as a unit.
- C. All tests of materials shall be made in accordance with commonly recognized standards of national technical organizations, and such special methods and tests as are described herein.

- D. The Owner may test representative samples of each type and size of equipment or materials furnished. Failure of any materials or equipment to pass any tests shall be deemed sufficient cause to reject the entire lot delivered.
- E. If equipment or materials are furnished which differ from that shown, and which require changes to enclosures, mounting and support structures, power and control circuitry or any other work to accommodate the furnished product, provide the changes required at no additional cost to the Owner and of the same quality as shown.
- F. If relocation or adjustment of existing facilities is noted in the contract documents, items appurtenant to the noted piece of work shall also be relocated or adjusted as needed. If appurtenant items are lost or damaged during construction, they shall be replaced by the Contractor with items of equal or better quality.

1.04 REFERENCE STANDARDS

- A. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Standard Specifications," are hereby adopted as part of these contract documents. Copies of these documents, with revisions, may be obtained at the MAG office at 1820 West Washington Avenue, Phoenix, Arizona.
- B. Standards listed as "Reference Standards" in the various sections of these contract documents are hereby incorporated into this specification by reference.
- C. Referenced documents shall include all revisions, amendments, supplements or addenda issued on or before the date of advertising for bids.
- D. In the event of any conflict between contract documents and adopted Standard Specifications and Reference Standards, the contract documents shall prevail.
- E. Work shall conform to all federal, state and local building codes, electrical codes, fire codes, mechanical codes and plumbing codes, and to the Occupational Safety and Health Act (OSHA) Regulations. Nothing in these contract documents shall be interpreted as permission or direction to violate any governing code or ordinance.
- F. All construction practices and procedures shall conform to Section 107 of the Contract Work Hours and Safety Standards Act (U.S. Stat. 96, 40 U.S.C. 327).

1.05 DEFINITIONS

- A. Definitions shall be as stated in Section 101.2 of the MAG Standard Specifications with the following additions:

City: The City of Peoria for the 8" potable waterline relocations at Cholla Street crossing New River and at Grand Avenue crossing New River and for the 8" sanitary pressure sewer relocation at Peoria Avenue crossing New River.

The Town of Youngtown for the 10" sanitary pressure sewer at Peoria Avenue crossing New River.

The Sun City Sewer Company for the 24" gravity sanitary sewer at Olive Avenue crossing New River.

Design
Engineer: NBS/Lowry

District: The Flood Control District of Maricopa County

District's
Representative: The Construction and Operations Division of the Flood Control District of Maricopa County

1.06 SUBMITTALS

- A. Submit 4 copies of all submittals unless otherwise stated herein.
- B. Submittals shall indicate the project name, project number, name of contractor and/or subcontractor, name of supplier and manufacturer, and identification of equipment, product or material.
- C. Submittals shall clearly note any exception to or departure from the contract documents along with justification for each exception or departure. Review or approval of submittals shall not constitute approval of exceptions or departures unless such exceptions or departures are clearly noted and justified.
- D. Indicate date of submittal. Correct and resubmit 4 new copies of returned copies submittals marked REVISE AND RESUBMIT. Revisions and resubmittals shall be numbered as Revision #1, Revision #2, or as appropriate.
- E. Materials and Equipment Schedules: Within 15 days after award of contract, submit list of all materials, equipment, apparatus and fixtures proposed for use. Include sizes, manufacturers, catalog numbers and any other information needed to identify proposed items.

- F. Certification of compliance with any listed reference standards shall be submitted by manufacturers on Owner's request. When requested, the certification shall be filed with the Owner's Representative before delivery of material or equipment to the jobsite. Failure of the Owner to request certification of compliance shall not serve as a waiver of Contractor's duty to comply with reference standards.
- G. Written transcripts of results of acceptance tests performed at point of manufacture of products furnished shall be submitted by manufacturers on Owner's request.
- H. The following definitions apply:

Shop Drawings: Detailed plans as required to adequately control work where details are not specifically included in plans furnished by Owner. Shop drawings shall clearly show dimensions, clearances, tolerances, finishes and weight and type of materials or equipment. They shall indicate how equipment will be mounted and show parts lists and details of all appurtenances to be furnished with the specified items.

Catalog Data: Manufacturer's printed literature describing a product or service. Clearly indicate applicable items when several products are covered on one page. Using black ink, indicate on submitted catalog data the specification section or plan reference being satisfied.

Installation or Application Instructions: Manufacturer's instructions including warranty requirements, clearances required and proper field procedures to deliver, handle, install and prepare product for use.

Operation and Maintenance Instructions: Manufacturer's instructions for correct operation and maintenance procedures for product. Instructions shall include spare parts lists. Instructions shall be indexed for easy reference and contain information for the installed equipment only. Instructions shall include listing of recommended spare parts and their costs.

Engineering Calculations: Calculations signed and sealed by a registered engineer licensed in the state in which the product is to be installed. Calculations shall be clearly legible, and shall be sufficient to demonstrate compliance with state and local codes, applicable standards, and the contract requirements.

- I. When it is doubtful that a manufacturer's product conforms to the specifications, the Contracting Agency reserves the right to require submittal of more complete information before approval.

- J. Contractor's acceptance of delivery of any materials or equipment prior to receipt of Owner's Representative's written approval of all applicable submittals shall be at Contractor's own risk. Owner's Representative's approval of submittals shall not relieve Contractor of responsibility for successful completion of the work. Approval of submittals shall not relieve Contractor of responsibility to meet design requirements, governing codes, standards and regulations.
- K. Submit 1 copy of record drawings at contract closeout. Record installed locations of all improvements on a single set of blueprints of the original contract drawings which shall serve as record drawings. Keep record drawings current. Partial or final payment may be withheld for failure to maintain current record drawings.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Delivery, storage and handling are the Contractor's responsibility.
- B. Deliver products to the jobsite in manufacturer's original, unopened, labeled packaging and adequately protect product against moisture, dust, debris, tampering, ultraviolet radiation, or damage from improper shipping, handling, storage or exposure.
- C. Maintain records for Owner's review of deliveries to show Contractor's order number, purchase order number and equipment number. Labeling or shipping tag shall be included in records.
- D. Handle materials with care and using proper equipment. No material or equipment shall be dropped, dragged, bumped, or handled in a manner that causes bruises, cracks or other damage. Improper handling shall be cause for rejection of materials or equipment mishandled.

1.08 PROJECT CONDITIONS

- A. The Contractor, by signing his bid, warrants that he has familiarized himself with the nature and extent of the contract documents, work to be performed, all local conditions, and federal, state and local laws, rules and regulations that in any manner affect cost, progress or performance of the work.
- B. Suitability of native soil for backfill shall be ascertained by Contractor before submitting bid. If native soil is found to be unsuitable, provide suitable material at no additional cost to Owner. Unsuitable material to be disposed of at a location approved by the City of Peoria and the District. The Contractor will be responsible for paying any fees or costs associated with removal of unsuitable material. Excess suitable material will be disposed of on site as directed by the Engineer.

- C. Drawings do not show every offset or structural difficulty that may be encountered. Unless dimensions are given, locations are approximate. Do not scale drawings.
- D. If directed by Owner's Representative, make reasonable modifications in layout as needed to prevent conflict with work by others or by other trades and to avoid structural difficulties or obstructions encountered in field.
- E. Protect existing active services and utilities against damage from construction work. Do not shut down any active services or utilities except where previous written authorization has been obtained from the Owner's Representative, and authorities having ownership or jurisdiction. Unauthorized shutdowns shall only be made where necessary, as an emergency measure, to protect property or human life until proper authorization can be obtained.
- F. If any utility is relocated or rebuilt for the convenience of the Contractor, the expense shall be borne by the Contractor. Any repair, replacement or relocation of buried utilities shall be completed at the Contractor's expense by either the utility's forces, or by a Contractor approved by the utility in writing and properly licensed to perform the work. Said work shall conform to all applicable MAG Standard Details and Specifications.
- G. The Design Engineer has attempted to show the approximate location of buried utilities on the drawings. These approximate locations are based on:
1. Record maps requested from and furnished by the various utilities known to have facilities in the project vicinity.
 2. Any comments received from utility companies after their review of preliminary plans showing record drawing information.
 3. Field reconnaissance and plotting of locations of readily visible surface features including manhole covers, valve covers, marking posts, pavement repair strips, and culvert end sections which might indicate the presence of buried utilities.
- H. Utility information is plotted on drawings for the sole purpose of assisting the Contractor in locating buried utilities. Plotted utility locations are based solely on record drawings and surface features. These plotted locations may not accurately reflect subsurface conditions.
- I. Any damage to underground utilities, pipelines or other facilities whose existence is shown on the plans or identified by "Blue Staking" shall be repaired by the Contractor at no expense to the Owner. Exact determination of the location of these utilities, pipelines or other facilities shall be the responsibility of the Contractor.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Lists of acceptable manufacturers for contract items are not intended to be exclusive.
- B. Products accepted as "equals" shall, in the Owner's opinion, meet the following requirements:
 - 1. Products shall be standard products of a reputable manufacturer regularly engaged in the manufacture of items furnished.
 - 2. Products shall have a reputation for assuring long-lasting trouble-free service.
 - 3. The manufacturer shall be capable of furnishing certification of compliance with all listed reference standards.
- C. Similar items on the project shall be products of the same manufacturer.

2.02 MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be new and of current manufacture, free from all defects and imperfection that might affect the serviceability of the product for its intended purpose.
- B. Corresponding parts of identical materials or equipment shall be interchangeable.
- C. Design and fabricate materials and equipment to withstand all stresses and loads which may occur during testing, installation, start-up and normal operation.
- D. Furnish guides, bearing plates, flanges, anchor and attachment bolts, saddles, supports, pads and skids necessary to securely mount mechanical and electrical products and equipment.
- E. Sources of backfill or fill materials shall be reviewed and approved in writing by the appropriate agency having floodplain management jurisdiction. In no case shall material be transported from any 100-year floodplain within 1 mile upstream or 2 miles downstream of any highway structure or surfaced roadway crossing.

PART 3 EXECUTION

3.01 INSPECTION

- A. Maintain a complete set of contract documents on the jobsite at all times.

- B. The District reserves the right to inspect any manufacturing operation to ensure compliance with these contract documents. Waiver by the District of this right to inspect shall in no way relieve the Contractor of his duties of compliance.
- C. Notify District's Representative of time and place of shop tests 5 working days before they begin.
- D. Request inspection by the District's Representative as needed to verify proper installation of buried work before backfilling.
- E. Request inspection by the District's Representative as needed to verify that no surfaces to receive a material or product have defects or errors which could result in poor or potentially defective application or cause latent defects in workmanship.
- F. When in the District's opinion, it becomes necessary to more fully describe the work to be done, or to show any required changes, "supplementary drawings" with specifications pertaining thereto will be prepared by the District and delivered to the Contractor. Supplementary drawings shall be added to the contract documents. Where such supplementary drawings require either less or more work than was bid, credit to the District or compensation to the Contractor shall be subject to the terms of the Contract.
- G. If the Contractor fails to comply with a request of the District's Representative, or is unable to comply with said request, and it is necessary for the District's forces to do work that is normally the Contractor's responsibility, the District shall be justified in billing the Contractor. Each incident requiring work by the District's forces shall be covered by a separate billing.

3.02 PREPARATION

- A. No work shall be started until after all required permits, licenses, and easements have been obtained.
- B. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.
- C. The Contractor shall, at his own expense, obtain any necessary temporary easements which he may require for construction activities outside of existing easements and/or rights of way secured by the Owner.
- D. Remove all obstruction in right-of-way before starting construction. Where private property, such as parked cars, must be removed prior to construction, notify the respective property owners 72 hours in advance of right of way clearing to allow them to remove their property.

- E. Any staking required shall be provided by the Contractor. Preserve all benchmarks and monuments. Replace benchmarks or monuments moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace monuments using his own forces.
- F. Construct and maintain all access or haul roads required for equipment, material, and personnel movement into and within construction and excavation areas, subject to prior approval by the Owner. Access facilities shall provide for surface drainage. Areas used for temporary access, haul roads and access from public roads shall be graded and restored to original site grade conditions to the Owner's satisfaction.
- G. Provide scaffolding, rigging, hoisting and services needed to safely deliver and install equipment and materials. Remove same from premises when installation is complete.
- H. Pothole at least 100 feet ahead of pipe and conduit laying operations to allow for adjustment in alignment or grade line, to verify pipe types and sizes for ordering proper transition and/or tie-in fittings, and so that the Owner's Representative may verify that no buried utilities interfere with the proposed construction.
- I. It shall be the Contractor's responsibility to locate a suitable site for disposal of all grub excavation from the project.

3.03 INSTALLATION/APPLICATION/ERECTION

- A. All work shall be done by qualified personnel who are technically skilled in their trades, thoroughly instructed, and under continuous competent supervision.
- B. Where not more specifically described, workmanship shall conform to the best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion.
- C. Install products according to manufacturer's installation and warranty requirements. Install products to tolerances recommended by manufacturer.
- D. Refer variances between manufacturer's installation instructions and contract documents to Owner's Representative.
- E. Install equipment true and level, or to plan grades as applicable using precision gauges and levels.
- F. When completed, all work shall have been durably and substantially built and shall present a neat workmanlike appearance.

- G. Pavement cuts shall be by sawcutting only.
- H. Welds shall be continuous, watertight, and shall conform to the Structural Welding Code of the American Welding Society.
- I. Pipework, valves, fittings, tanks and appurtenances shall have no noticeable leaks at design pressures.
- J. Exposed surfaces shall be finished in appearance. Grind smooth all exposed welds. Round or chamfer corners of exposed structural shapes for personal protection.
- K. Paint exposed non-galvanized surfaces of all ferrous equipment, piping, conduit, and materials. After installation, clean painted surfaces and touch up bare or marred spots with finish to match factory finish. Type of paint must be approved by the Engineer. Use M.A.G. Specification 756 for painting of fire hydrants.
- L. Painted or coated surfaces shall be free from blisters, and holidays and holes. Painting or coating shall adhere to surface at all temperatures encountered in field, shall be smooth, not brittle when cold, and shall not become sticky when exposed to the sun.
- M. Clean and protect machined surfaces and shafting from corrosion using proper type and amount of coating to assure protection to 1 year after final acceptance.
- N. Oil lubricated gearing, bearings and other lubricated components shall be shipped with oil soluble protective coating as recommended by manufacturer. Coating shall provide protection for 1 year after final acceptance.
- O. The Owner reserves the right to require minor changes in location of utilities, outlets or equipment prior to roughing in, without incurring any additional costs or charges.

3.04 FIELD QUALITY CONTROL

- A. Compaction and moisture density relationship tests will be paid for by the District for the first test at any location. The District must approve the testing lab selected by the Consultant. Retests at failing locations shall be at the Contractor's expense.
- B. All other testing required under these Contract Documents shall, at the Contractor's expense, be performed and results certified by an independent laboratory approved by the District. Provide all labor, materials, tools, instruments, water, and power needed for tests required herein.
- C. Notify District's Representative and regulating authorities 3 days before all tests.
- D. Field tests shall be made in the presence of the District's Representative and the results recorded by him.

- E. Repair, correct or replace all work failing tests or inspection. Repeat tests until results satisfy these specifications. Repair any damages resulting from tests.

3.05 ADJUSTING AND CLEANING

- A. After all work under the contract is completed, remove from the site of the work all loose concrete, lumber, wire, reinforcing, rubbish, debris and other materials not incorporated in the work. Cleanup shall include removal of all excess pointing mortar materials within pipes.

3.06 CONTRACT CLOSEOUT

- A. Upon completion of this contract, all work shall be finished, tested and ready for operation. All work shall fulfill its intended purpose as described in these contract documents, in submittals, and in manufacturer's literature.
- B. Where connections or disruptions have been made to existing work, repair, reactivate, refill and recharge all components, restoring them to preconstruction conditions. Follow procedures of authorities having ownership or jurisdiction for all work involving existing utilities and services.
- E. Contractor shall require Subcontractors to comply with the provisions of this article by insertion of the requirements herein in any subcontract pursuant to this contract.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Payment for the various items in the bid proposal shall include all compensation to be received by the Contractor for furnishing all excavation, backfilling, connections, materials, tools, equipment, supplies, appurtenances and manufactured articles, and for all labor, operations, testing and incidentals appurtenant to the items of work being described, as needed to provide a completely finished operational and serviceable project as described in the contract documents, and including all costs of complying with the regulations of public agencies having jurisdiction, including the Safety and Health Requirements of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor.
- B. Unit prices shall be for the unit completely installed.
- C. Measurements of the completed work will be made in place, with no allowance for waste, per the Uniform Standard Specifications for Public Works Construction of the Maricopa County Association of Governments 1979 Edition with current supplements, unless otherwise stipulated herein.
- D. All costs shall be included in the prices named in the bid proposal for the various appurtenant items of work.
- E. Payment for mobilization, demobilization and verification of field dimensions and utility locations shall include full compensation for all of the temporary facilities required to complete the project including utility services. Payment for Mobilization and demobilization will be given once for each project. The full cost of verifying the depth, location and size of existing utilities and other work shown on the Plans shall be included in this item of work.
- F. Payment for construction, modification, maintenance, removal and restoration of all access facilities shall be considered to be included in the contract prices for items of work where access facilities are required.

- H. Payment for staking as required in these contract documents shall be included in the contract prices for the items of work for which the alignment or limits must be staked.
- I. Payment for removal and replacement of all paving, surfacing and other natural and man-made features shall be included in the contract prices for items of work to which such removal and replacement is appurtenant.
- J. Payment for shutdowns, diversions, by-passes and/or tie-ins to existing facilities not specifically called out in the Bid Schedule shall be included in the contract prices for the items of work to be connected to existing facilities. *
- K. Payment for clearing and grubbing, excavation, dewatering, bedding, importation of backfill, backfilling, compaction, grading, dust control and disposal of excess materials shall be included in the contract prices for items of work to which such earthwork is appurtenant.
- L. Payment for tees, bends, caps, plugs, outlets, fittings, flanges, gaskets, nuts, bolts, washers, supports, pipe cuts, welding, thrust blocks, and other pipework items shall be included in the contract prices for the items of work for pipework and appurtenances.
- M. Payment for painting and coating shall be included in the contract prices for the items of work requiring painting and coating.
- N. Payment for water or power to be furnished by the Contractor shall be included in the appropriate bid items to which it is appurtenant.
- O. Payment for testing as required in these contract documents shall be included in the contract prices for the items of work for which testing is specified, except as noted on Page 15 and 16 Paragraph 3.04 "Field Quality Control".
- P. Payment for cement slurry backfill shall include full compensation for furnishing and placing the cement slurry. Measurement shall be paid according to load slips delivered to the District's Representative.
- Q. Payment may be withheld for work completed on any bid item if the finished product as installed fails to fulfill its intended purpose in a trouble-free and reliable manner.
- R. Final payment will not be made until all work has been tested as a unit, demonstrating to the District's satisfaction that all structural, mechanical and electrical equipment functions successfully as a unit. Final acceptance will be made after this system demonstration has been completed.

1.02 SUBMITTALS

- A. To justify partial payments on any lump sum bid items, furnish an itemized breakdown of the contract price of lump sum bid items for the District's Representative's approval. The breakdown shall include such milestones, quantities, unit prices, or other information in sufficient detail to be used by the District's Representative in preparing monthly progress estimates. Progress payments on lump sum bid items may be withheld until this breakdown is submitted by the Contractor and approved by the District's Representative.
- B. Submit itemized monthly statements to the District in accordance with Section 109 of the MAG Standard Specifications.

1.03 UNIT PRICES

- A. The unit price indicated in the Bid Proposal for each type of pipe indicated shall include full compensation for furnishing and installing the pipe complete as shown in the Contract Documents, including but not limited to the cost of transporting all tools, equipment, personnel, and materials to and from the worksite; furnishing and installing pipe, fittings, nozzles, reducers and blind flanges; thrust restraint; concrete encasement; thrust blocks; testing and all other appurtenant work. Measurement of pipe for payment at a unit price shall be based on lineal feet actually installed, measured to the nearest foot along the centerline of the pipe.
- B. The unit price indicated in the Bid Proposal for each type of valve shall include full compensation for furnishing and installing the valve complete as shown in the Contract Documents including but not limited to the cost of bolts, nuts and gaskets, valve boxes, risers, valve supports, or concrete pads, valve stem extensions and all other appurtenant work.

END OF SECTION

SECTION 01040

COORDINATION

PART 1 GENERAL

1.01 PERMITS

- A. Obtain, pay for, and comply with all required permits, licenses and other authorizations from appropriate agencies, including an Excavation and Dirt Moving Permit from the Maricopa County Health Department, and any permits which may be required by the City of Peoria, Town of Youngtown Maricopa County Highway Department, the Flood Control District of Maricopa County and the Arizona Department of Transportation before start of construction.

1.02 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

- A. The Contractor shall pay all State and local transaction privilege (sales) taxes due to construction income, whether or not such taxes are specifically separated in the bid amount.

1.03 COORDINATION WITH DISTRICT

- A. The Contractor shall meet with the District's representative for a preconstruction conference before commencing work. At this time, the Contractor shall submit and review his progress schedule.
- B. At the preconstruction conference, the Contractor may also present any variations in procedures that he feels may improve the workability of the project, reduce cost, or reduce inconvenience to the public.
- C. The notice to proceed will not be issued until the Contractor's construction schedule has been approved by the District's Representative.
- D. Notify the District's Representative at least 72 hours before the start of construction.
- E. Inspection will be provided by the District. Inspection shall not be considered as direct control of the individual workman and his work.

1.04 COORDINATION WITH CITY OF PEORIA, TOWN OF YOUNGTOWN, AND SUN CITY SEWER COMPANY

- A. The Contractor shall contract the City of Peoria Engineering Department, the Town of Youngtown Engineer and the Sun City Sewer Company Engineer 72 hours before the start of construction.
- B. The notice to proceed will not be issued until the Contractor's traffic control plans have been reviewed and approved by the City of Peoria and the Arizona Department of Transportation.
- C. Notify the Engineering Department of the applicable utility owner at least 72 hours before any shutdown of City water, sewer or drainage facilities.
- D. Coordinate all draining and filling of water lines and/or sewer force mains, and all operation of existing valves with the applicable utility owner.
- E. Contractor will coordinate sewer inspection with the applicable utility owner prior to diverting flows in gravity sewer lines.
- F. The Town of Youngtown has a relatively limited sewage storage capacity of 12-16 hours and is totally dependant upon the subject force main for sewage disposal. The Contractor, therefore, shall complete construction of the sanitary force main at Peoria crossing New River within a 12 hour period during the late p.m. or early a.m. hours. Notify the Town's Utility Coordinator at least 72 hours in advance of construction.
- G. Sun City Sewer Company requires that the Contractor submit a detailed plan and sequence of work for making the tie-in and transfer of flow from the existing 24" river crossing to the new pipelines for approval prior to beginning construction of the new pipelines. *

1.05 COORDINATION WITH CITY OF PEORIA TRAFFIC ENGINEER

- A. All traffic affected by this construction shall be regulated in accordance with the "City of Phoenix - Traffic Barricade Manual". Statements referring to the City of Phoenix in the Traffic Barricade Manual shall be referred to the City Traffic Engineer for interpretation.

- B. The following traffic regulations are a minimum requirement throughout the project duration:
1. Submit a written proposal at the preconstruction conference outlining plans for traffic control and maintaining continuous access to residences and businesses near the project.
 2. "Major streets" shall be considered to include all major (section line), minor (mid-section line), arterial and collector (quarter section line) streets so classified by the City Street Standards.
 3. All traffic control devices required for this project shall be furnished, maintained and removed by the Contractor. Place advance warnings and signs in accordance with the Traffic Barricade Manual. All devices shall remain in place for 24 hours after the completion of construction operations in any area. During this time, the City will be responsible for sweeping up surplus aggregate and replacing pavement markings.
 4. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
 5. The assembly and turnaround of construction equipment shall be done using adjacent local streets when possible.
- C. Use care when excavating near intersections with traffic signal underground cable. Notify the Traffic Engineer 24 hours in advance of any work at such intersections. Install and maintain temporary overhead traffic signal cable as specified by the Traffic Engineer when underground conduit is to be severed by excavations at intersections. Provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. Repair and restore all damaged or modified traffic signal overhead and underground items to the Traffic Engineer's satisfaction. Do not splice magnetic detector loops.

1.06 COORDINATION WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION

- A. The contractor shall provide a detailed traffic control plan for Work on or around Grand Avenue to the Arizona Department of Transportation (ADOT) for review before starting construction. This Plan must be approved before starting construction on or around Grand Avenue.

1.07 COORDINATION WITH UTILITIES

- A. Call the Blue Stake Service (263-1100) and notify all utilities at least two working days before excavating. Contractor shall be responsible for any damage done to public or private property shown on plans or blue staked. Utility companies and other interested parties will be provided with construction plans and the construction schedule for this project.
- B. Electrical utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working near these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum of 10 feet clearance between the lines and all construction equipment and personnel. (See OSHA Std. 1926.550(A)15). As an additional safety precaution, call the electrical utility company to arrange, if possible, to have these lines deenergized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor.
- C. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard from electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public right-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measures. (See: OSHA Std. 1926-651(A)). Notify the electrical utility company to arrange, if possible, to have these lines deenergized when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor.

1.08 Coordination with the Corps of Engineers

- A. The Contractor's work area is on the southeast corner of Peoria Avenue and the New River. The Contractor may not restrict access to the Corps of Engineer's contractor through this sight.
- B. Access must be provided to the Corps of Engineer's contractor beneath the Grand Avenue bridge and the Peoria Avenue bridge at all times.

1.09 SUBMITTALS

A. Progress schedule to be submitted to District at preconstruction conference shall show the order in which he proposes to carry out the work, the dates on which he shall start the several phases of work, and the expected date of completion of each phase.

B. Contractor shall provide specific work schedules to be approved by the appropriate utility owner as part of his scheduling, including a written proposal for coordinating pump station shutdowns and temporary measures for by-pass pumping, etc.

C. Plans for traffic control and maintaining continuous access to residences and businesses in the project vicinity shall be submitted in writing at the preconstruction meeting.

D. Supplementary progress schedules may be submitted after the work is in progress.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 02220

CEMENT SLURRY BACKFILL

PART 1 GENERAL

WORK INCLUDED

Cement Slurry backfill for water and sewer pipe construction.

PART 2 PRODUCTS

MIXES

Slurry backfill shall be composed of Aggregate Base course containing two (2) sacks of Portland Cement per cubic yard. Combined aggregate grading shall be M.A.G. Spec. Section 702 Table 707 Aggregate Base.

Slump shall not exceed 5 inches.

END OF SECTION

SECTION 02270

RIP-RAP

PART 1 GENERAL

WORK INCLUDED

Removal and replacement of rip-rap protection.

PART 2 PRODUCTS

MATERIALS

All rip-rap protection removed from site shall be replaced with rip-rap protection of the same type. All rip-rap shall comply with guidelines set forth in MAG Specifications 220 - Rip-Rap construction.

PART 3 EXECUTION

INSTALLATION/APPLICATION/ERECTION

All rip-rap construction shall comply with applicable MAG standards.

END OF SECTION

02270/OCT87/AJS

SECTION 02610

WATER PIPELINES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Contractor shall provide all labor, materials, equipment and incidentals as shown, specified or required to install and test all buried and exposed piping, fittings, specials, and appurtenances. The Work shall include, but is not limited to, the following:
1. All types and sizes of buried piping.
 2. All types and sizes of exposed piping.
 3. Pipe beneath structures.
 4. Supports, hangers, restraints and thrust blocks.
 5. Testing.
 6. Cleaning.
 7. Installation of all jointing and gasketing materials, specials, couplings, flexible couplings, mechanical couplings, harnessed and flanged adapters, sleeves, tie-rods, and all other Work required to complete the buried and exposed pipe installation.
 8. All valves and specials shown or specified shall be incorporated into the piping system.

1.02 DELIVERY, STORAGE AND HANDLING

- A. Delivery, storage and handling shall be accomplished in accordance with manufacture's installation instructions.

1.03 TESTING AND DISINFECTION

- A. Testing and disinfection shall be performed in compliance with MAG Specifications 610.14 and 610.15 respectively.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURES

Ductile Iron Pipe - U.S. Pipe, Clow or approved equal.

Pipe Hangars - Elcen, Grinnel, Kin-Line, or equal.

Valves - M & H Valve Co., Crane, Dresser or approved equal.

Couplings - Dresser, or approved equal.

Fire Hydrants - Per City of Peoria.

2.02 MATERIALS

- A. Pipe: Pipe shall be Mechanical Jointed or Flanged Ductile Iron Pipe case indicated on the Plan, Class 52 manufactured in accordance with MAG Section 750. Pipe shall have polyethylene corrosion protection conforming to AWWA C-150.
- B. Valves: Valves shall be resilient wedge type in accordance with MAG Section 630.3 - Gate Valves and AWWA C-509.
- C. Valve Boxes: Shall be MAG type A.
- D. Fire Hydrants: Fire hydrants shall be in accordance with the City of Peoria and MAG specifications. Painting and coating shall conform to either MAG specifications or City of Peoria specifications.
- E. Joints and Fittings: Joints and fittings shall be in accordance with MAG Section 750.
- F. Cement Lining: Pipe and fittings shall be lined with a bituminous seal coated cement-mortar lining with twice standard thickness in accordance with AWWA C104.
- G. Backfill: Material shall be considered unsuitable for use as backfill if it contains organic matter, soft spongy earth, or other matter of such nature that compaction to the specified density is unobtainable. Approved backfill materials shall comply with MAG Specifications Section 601.

PART 3 EXECUTION

3.01 INSTALLATION/APPLICATION/ERECTION

A. Pipe, Fittings, Valves, & Hydrants:

Pipes, fittings, hydrants and valves shall be constructed in accordance with MAG Section 610.

B. Trenching, Backfilling and Excavation:

Trenching, backfilling and excavation shall be in accordance with MAG Section 601. Water consolidation is not an acceptable means of compaction for material placed on a slope greater than five (5) percent.

Cement slurry backfill shall be in place 48 hours prior to any backfilling by jetting method.

END OF SECTION

SECTION 02700

PIPELINES - SANITARY

PART 1 GENERAL

1.01 WORK INCLUDED

Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to install and test all sanitary sewer piping, fittings, specials, and appurtenances (including thrust blocks). The Work includes, but is not limited to, the following:

1. All types and sizes of sanitary sewer piping.
2. Testing.
3. Cleaning.
4. Manholes.
5. Siphons.

1.02 QUALITY ASSURANCE

Contractor shall conform to all applicable requirements of Section No. 601, 615, and 625 of the Uniform Standard Specifications for Public Works Construction by the Maricopa Association of Governments (MAG).

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pipe: Pipe shall be ductile iron pipe, Class 52 manufactured in accordance with M.A.G. Section 750 water pipe standards.
- B. Pipe Lining: Lining for ductile iron pipe and fittings shall double cement lining with asphaltic seal coat and shall meet all requirements of ANSI/AWWA C104/AZ1.4 standard.

- C. Pipe Joints and Fittings: Acceptable pipe joints are, Ball Joint River Crossing Pipe Clow F-142 or approved equal.
- Or:
- Restrained joint pipe as manufactured by Pacific States Pipe Company or approved equal. Joints and fittings shall be in accordance with M.A.G. Section 750.
- D. Pipe Protection: Pipe shall have polyethylene tube type encasement corrosion protection conforming to M.A.G. Specification Section 610.5 and ANSI/AWWA-C105/AZ1.5.
- E. Manholes: Manholes shall be per plans and be fabricated in accordance with M.A.G. Specification Section 625.
- F. Structural Concrete: Structural concrete for sanitary sewer construction shall be Portland Cement Concrete Class "A" in accordance with M.A.G. Specification Section 725.
- G. Castings: Castings shall conform to M.A.G. Specifications Section 787 and M.A.G. Std. Dtl. 424.
- H. Slurry Backfill: Slurry backfill shall be installed to the limits shown on the plan and shall conform to Section 02220 of this specification.
- I. Backfill: Backfill shall conform to M.A.G. Specification 601. Material shall be considered unsuitable for use as backfill if it contains organic matter, soft spongy earth, or other matter of such nature that compaction to the specified density is unobtainable.
- J. Thrust Blocks: Thrust blocks shall conform to M.A.G. Specification 610.13

PART 3 EXECUTION

3.01 INSTALLATION

- A. Contractor shall install pipe as shown, specified and as recommended by the manufacturer.
- B. Pipe, fittings and accessories that are cracked, damaged or in poor condition or with damaged linings will be rejected.
- C. All construction methods for sanitary sewer pipelines, fittings, manholes and accessories shall comply with MAG Specifications.
- D. Cast-in-place manhole bases, where required, shall be placed on suitable foundations after pipes are laid. They shall be cast monolithically to at least 12 inches above the top of the highest pipe entering the manhole. Concrete for cast-in-place bases shall be as specified in MAG specifications. Special care shall be taken in placing the concrete around the bottom of the pipes to obtain a waterproof structure. An approved bell shall be cast in the base to receive the pipe sections forming the barrel. The first joint shall be cast with the base.

3.02 TESTING

Testing of sanitary sewer lines shall be performed in accordance with MAG Specifications Section 615.10.

3.03 ODOR CONTROL

- A. General: Contractor shall make provisions for odor control whenever bypassing or other temporary construction to an existing sanitary sewer line in use. The method used shall conform to EPA and OSHA applicable standards.

END OF SECTION

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 hereincontained, 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 88-2

New River Improvements, Utility Relocation

and to complete 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 con-
struction 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.

PARTY OF THE FIRST PART

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF THE 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: _____

CONTRACT NO. FCD 88-2

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

CONTRACT NO. FCD 88-2
PERFORMANCE BOND

PRINCIPAL SEAL

BY: _____

SURETY SEAL

BY: _____

POWER OF ATTORNEY SEAL

BY: _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 88-2

PROJECT TITLE New River Improvements, Utility Relocation

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000 MINIMUM each occurrence	
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE <input 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 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

CERTIFICATE OF INSURANCE
CONTRACT FCD 88-2