

Design FCD 89-31
89-57

CONSTRUCTION SPECIFICATIONS

FOR

UPPER EAST FORK CAVE CREEK DETENTION BASIN NO. 4

FCD CONTRACT NO. 90-55

Prepared By:

NBS/LOWRY
2600 North 44th Street
Phoenix, AZ 85008

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



(Engineer's Seal)

Prepared For:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

and

Recommended By: Edward A. Raleigh Date: 4/18/91
Edward A. Raleigh, P.E., Chief
Engineering Division

Approved By: D. E. Sagramoso Date: 4-18-91
D.E. Sagramoso, P.E.
Chief Engineer and General Manager

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

CONSTRUCTION SPECIFICATIONS

FOR

UPPER EAST FORK CAVE CREEK DETENTION BASIN NO. 4

FCD CONTRACT NO. 90-55

Prepared By:

NBS/LOWRY
2600 North 44th Street
Phoenix, AZ 85008



(Engineer's
Seal)

Prepared For:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

and

Recommended By: Edward A. Raleigh Date: 4/18/91
Edward A. Raleigh, P.E., Chief
Engineering Division

Approved By: D. E. Sagramoso Date: 4-18-91
D.E. Sagramoso, P.E.
Chief Engineer and General Manager

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

ATTENTION

ALL PROSPECTIVE BIDDERS

A.R.S. Sec. 34-201(A)(3) requires that every bid be accompanied by a certified check, cashier's check or surety bond in the amount of not less than a full five percent (5%) value of the bid.

Bid bonds for less than the full five percent (5%) value of the bid amount as required by ARS 34-201(A)(3) will not be accepted (such as the AIA Form of Bond). Those bids will therefore be considered nonresponsive.

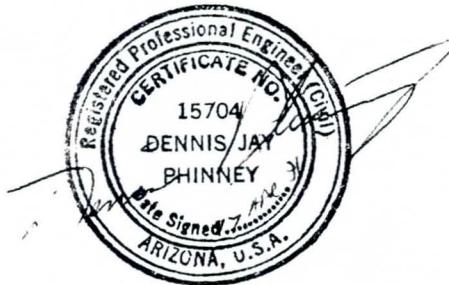
Please take note and submit your bids accordingly.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT 90-55

UPPER EAST FORK CAVE CREEK DETENTION BASIN NO. 4

TABLE OF CONTENTS

	Page
1. Invitation for Bids	1
2. Bid Form (Proposal)	4
3. Bidding Schedule	
4. Subcontractor Listing	6
5. Surety Bond	10
6. No Collusion Affidavit	11
7. Verification of License	12
8. Minority and Women-Owned Business (MBE/WBE) Program	13
9. MBE/WBE Assurances Affidavit	15
10. MBE/WBE Program MBE/WBE Participation Affidavit, Sample	16
11. MBE/WBE Program MBE/WBE Participation Report, Sample	17
12. Contract	18
13. Statutory Payment Bond	21
14. Statutory Performance Bond	22
15. Certificate of Insurance	23
16. Supplementary General Conditions	SGC-1 SGC- 6
17. Construction Special Provisions	CSP-1 CSP- 7
18. Drawings: <u>Upper East Fork Cave Creek Detention Basin No. 4</u> 25 Plan Sheets	Separate



FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION TO BID

BID OPENING DATE: May 16, 1991

LOCATION: The project is located at Paradise Valley Community College,
32nd Street and Union Hills Boulevard, Phoenix, Arizona.

PROPOSED WORK:

Construct detention basin, drainage conduits, parking lot drainage structures, grading, and appurtenant work. The above work shall be in accordance with the drawings and specified by the Special Provisions.

BIDS:

SEALED BIDS for the proposed work will be received by the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona 85009 until 11:00 AM (Phoenix time) on the above date and then publicly opened and read at 3335 W. Durango St., Phoenix, AZ 85009. No bids will be received after the time specified for bid opening. All bids must be submitted on proposal forms furnished by the Flood Control District and included in the Proposal Pamphlet. The Board of Directors reserves the right to reject any and all bids and to waive any informality in any bid received.

ELIGIBILITY OF CONTRACTOR:

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

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

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

CONTRACT TIME:

All work on this Contract is to be completed within one hundred fifty (150) calendar days after date of Notice to Proceed.

MBE/WBE PARTICIPATION:

For this project, a goal of fifteen (15%) percent is desired for Minority/Women-Owned Business Enterprises. Instructions and required forms are included in the Minority and Women-Owned Business Enterprise Program Section.

PRE-BID CONFERENCE:

A pre-bid conference will be held on Tuesday, May 7, 1991 at 10:30 a.m. in the Durango conference room, 3335 W. Durango Street, Phoenix, Arizona 85009. It is in the best interest of prospective bidders to attend the Pre-bid Conference.

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

PROJECT PLANS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS:

Plans and Construction Specifications may be obtained from Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona 85009 upon payment of \$50.00 by check, payable to the FLOOD CONTROL DISTRICT of MARICOPA COUNTY. This payment will not be refunded. Mail orders for project documents must include an additional \$7.50 for first class U.S. postage and handling. The total \$57.50 will not be refunded. Regardless of circumstances, we cannot guarantee mail delivery. Each bid must be accompanied by a Bid Bond, cashier's or certified check or postal money order equal to 5 percent (5%) of the bid, made payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY as a guarantee that if the work is awarded to the bidder, the bidder will within ten (10) days of receipt of the Proposal Acceptance, enter into proper contract and bond condition for the faithful performance of the work, otherwise, said amount may be forfeited to the said BOARD OF DIRECTORS as liquidated damages.

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

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

PRINCIPLE ITEMS AND APPROXIMATE QUANTITIES

QUANTITY	UNIT	DESCRIPTION
34,800	CY	Fill Construction
13,000	CY	Engineered Fill
21,800	CY	General Fill
185,900	CY	Earthwork for Open Channels Swales and Detention Basins
1,340	ton	Riprap Construction
12,808	SY	Subgrade Preparation
4,045	ton	Untreated Base
1,740	ton	Asphalt Concrete Pavement
1,070	LF	Concrete Curb and Gutter MAG 220-A
577	LF	24-inch Concrete Storm Drain Pipe
2,021	LF	Concrete Single Curb MAG 222-A
846	SF	Valley Gutter & Aprons
870	LF	Remove, Salvage, Stockpile & Re-erect Chain Lin Fence, Install New Gates
270	LF	Water Pipe
330	LF	Restrain Joints on Existing 12" Waterline
135	LF	30-inch Concrete Storm Drain Pipe
927	LF	48-inch Concrete Storm Drain Pipe
1,097	LF	18" PVC
1,400	LF	Computer Cable Conduit (4" PVC)
1,506	LF	54-inch Concrete Storm Drain Pipe
2,542	LF	78-inch Concrete Storm Drain Pipe

PROPOSAL

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

Gentlemen:

The following Proposal is made for constructing Upper East Fork Cave Creek Detention Basin No. 4, in the County of Maricopa, State of Arizona.

The following Proposal is made on behalf of

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

The Undersigned certifies that the approved Plans, Special Provisions, Forms of Contract, Bonds, and Sureties authorized by the Board of Directors and constituting essential parts of this Proposal, have been carefully examined and also that the site of the work has been personally inspected.

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Construction Specifications, Special Provisions, or conditions to be overcome, be pled. On the basis of the Plans, Construction Specifications, Special Provisions, the Forms of Contract, Bonds, and Sureties proposed for use, the Undersigned proposes to furnish all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work and to furnish all the materials in the manner specified and to finish the entire project within the time hereinafter proposed and to accept, as full compensation therefore, the sum of various products obtained by multiplying each unit price, herein bid for the work or materials, by the quantity thereof actually incorporated in the complete project, as determined by the Engineer or Architect.

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

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

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Sureties within five (5) days of receipt of Notice of Proposal acceptance, **TIME BEING OF THE ESSENCE**. The Undersigned further proposes to begin work as specified in the Contract attached hereto, and to complete the work within 150 calendar days from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors, each in an amount equal to one hundred percent of the contract amount. This Bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bonds and Sureties to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Invitation to Bid is enclosed amounting to not less than five (5) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the Bidder and the Bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof; and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the Undersigned should withdraw his Proposal, if the Proposal is accepted and there should be failure on the part of the Undersigned to execute the Contract and furnish satisfactory Bonds and Sureties as herein provided, the Flood Control District of Maricopa County in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

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

Addendum No. _____	Dated _____

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

BIDDING SCHEDULE

PROJECT: Upper East Fork Cave Creek Detention Basin No. 4
 CONTRACT: FCD 90-55

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT COST (IN WRITING) AND /100 DOLLARS	UNIT COST (NUMBERS)	EXTENDED AMOUNT
201	Clearing and Grubbing	1	LS			
211a	Engineered Fill	13,000	CY			
211b	General Fill	21,800	CY			
215	Earthwork for Open Channels, Swales, and Detention Basins	185,900	CY			
220	Riprap Construction	734	CY			
301	Subgrade Preparation	12,808	SY			
310	Untreated Base	4,045	ton			
321	Asphalt Concrete Pavement	1,740	ton			
329	Tack Coat	5.4	ton			
336	Pavement Matching and Surfacing Replacement	53	ton			
340a	Concrete Curb and Gutter MAG 220-A	1,070	LF			
340b	Concrete Single Curb MAG 222-A	2,021	LF			
340c	Concrete Sidewalk	20	SF			
340d	Valley Gutter & Aprons	846	SF			
345	Adjust Frames	1	ea			
350	Remove Existing Improvements	1	LS			
401a	Detours and Traffic Control	1	LS			
401b	Traffic Control - Uniformed Officer	1	LS			
420	Remove, Salvage, Stockpile & Re-erect Chain Link Fence, Install New Gates	870	LF			

BIDDING SCHEDULE

PROJECT: Upper East Fork Cave Creek Detention Basin No. 4
 CONTRACT: FCD 90-55

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT COST (IN WRITING) AND /100 DOLLARS	UNIT COST (NUMBERS)	EXTENDED AMOUNT
505a	Concrete Channels, Spillways, Slope Protection, Guardposts	1	LS			
505b	Concrete Drainage Structures	1	LS			
610a	Water Pipe	270	LF			
610b	Restrain Joints on Existing 12" WaterLine	330	LF			
610c	12" Cut-in Sleeve and Valve Box & Cover	3	ea			
618a	24-inch Concrete Storm Drain Pipe	577	LF			
618b	30-inch Concrete Storm Drain Pipe	135	LF			
618c	48-inch Concrete Storm Drain Pipe	927	LF			
618d	54-inch Concrete Storm Drain Pipe	1,506	LF			
618e	78-inch Concrete Storm Drain Pipe	2,542	LF			
625a	48-inch Manhole MAG 520	2	ea			
625b	Manhole MAG 521	7	ea			
745	18" PVC	1,097	LF			
801	Computer Cable Conduit (4" PVC)	1,400	LF			
802	Parking Lot Lighting	1	LS			
803	Traffic Loop Replacement	2	ea			
	TOTAL ESTIMATED CONSTRUCTION COST					

IF BY AN INDIVIDUAL:

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

IF BY A FIRM OR PARTNERSHIP:

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

** Name and Address of Each Member:

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

IF BY A CORPORATION:

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

TITLE: _____

* Incorporated under the Laws of _____

Names and Addresses of Officers:

(PRESIDENT) (ADDRESS)

(SECRETARY) (ADDRESS)

(TREASURER) (ADDRESS)

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

SUBCONTRACTOR LISTING

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

(Signature) _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its proposal for FCD Contract No. 90-55: Upper East Fork Cave Creek Detention Basin No. 4.

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., 1991.

Principal

Title

Witness:

Surety

Title

Witness:

VERIFICATION OF LICENSE

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

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

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

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

DATE: _____ SIGNATURE OF LICENSEE: _____

COMPANY: _____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM

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

6. MBE/WBE Suppliers:

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

B. Required forms:

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

C. Requests for Pay:

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

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

MBE/WBE PARTICIPATION ASSURANCES
AFFIDAVIT

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

(the entity submitting the bid)

(CHECK ONE)

____ Will meet the established goal for participation by
Minority/Women-Owned Business Enterprises.

____ Will provide the necessary documentation to Minority Business
Office to establish that a good faith effort was made.

____ Will not participate in the MBE/WBE Program.

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

Name of Firm

Signature

Title

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

Name of Prime Contractor

FCD 90-55

Project Number

Contact Person

Total Amount of Contract

Street No.

City State Zip

Minority/Women-owned Firm

Principal

Address

Type of Work

Subcontract Amount

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

Signature

Title

Date

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

FCD Contract 90-55

Page 16 of 24

MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES PROGRAM

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

Date: _____

Contractor: _____
Contact Person: _____
Address: _____

Telephone: _____

Project: Upper East Fork Cave Creek Detention
Basin No. 4
Contract Number: 90-55
For Pay Period of: _____

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

Type of Firm: _____
Class of Work: _____

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

Total MBE/WBE Contract Goal, %: 15
Total Cumulative MBE/WBE
Participation on This Contract, %: _____

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

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

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1991, by and between FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called the OWNER, acting by and through its BOARD OF DIRECTORS, and

hereinafter called the CONTRACTOR.

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

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall construct, and complete in a workmanlike and substantial manner and to the satisfaction of the Chief Engineer and General Manager, a project for the Flood Control District of Maricopa County, designated as FCD Contract 90-55; Upper East Fork Cave Creek Detention Basin No. 4, and furnish at his own cost and expense all necessary machinery, equipment, tools, apparatus, materials, and labor to complete the work in the most substantial and workmanlike manner according to the Plans and Construction Specifications on file with the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, and such modifications of the same and other directions that may be made by the Flood Control District of Maricopa County as provided herein.

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

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

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the OWNER, through its Engineer and to his satisfaction, the OWNER agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payment in accordance with the requirements of A.R.S. Sec. 34-221, as amended. The CONTRACTOR agrees to discharge its obligations and make payments to its subcontractors and suppliers in accordance with A.R.S. Sec. 32-1129.

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

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

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

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

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

IN WITNESS WHEREOF: Five (5) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

PARTY OF THE FIRST PART

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF THE SECOND PART

BY: _____
Printed Name

BY: _____
CHAIRMAN, BOARD OF DIRECTORS

BY: _____
Signature

DATE: _____

Title
DATE: _____

Tax Identification Number

RECOMMENDED BY:

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: _____
GENERAL COUNSEL, FLOOD CONTROL
DISTRICT OF MARICOPA COUNTY

DATE: _____

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

KNOW ALL MEN BY THESE PRESENTS:

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

a corporation organized and existing under the laws of the State of _____,
with its principal office in the City of _____ (hereinafter called the
Surety), as Surety, are held and firmly bound unto the Flood Control District
of Maricopa County, in the County of Maricopa, State of Arizona (hereinafter
called the Obligee), in the amount of _____

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

WHEREAS, the Principal has entered into a certain written contract with
Flood Control District of Maricopa County, dated the ____ day of _____, 1991,
for FCD Contract 90-55: Upper East Fork Cave Creek Detention Basin No. 4, which
contract is hereby referred to and made a part hereof as fully and to the same
extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 1990.

PRINCIPAL SEAL

BY: _____

AGENCY OF RECORD

SURETY SEAL

BY: _____

BOND NUMBER. _____

POWER OF ATTORNEY SEAL

BY: _____

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

WHEREAS, the Principal has entered into a certain written contract with Flood Control District of Maricopa County, dated the _____ day of _____, 1990, for FCD Contract 90-55: Upper East Fork Cave Creek Detention Basin No. 4, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 1991.

AGENCY OF RECORD

AGENCY ADDRESS

BOND NUMBER

POWER OF ATTORNEY

BY: _____

PRINCIPAL SEAL

BY: _____

SURETY SEAL

BY: _____

CERTIFICATE OF INSURANCE

CONTRACT FCD 90-55

PROJECT TITLE Upper East Fork Cave Creek Basin No. 4.

NAME AND ADDRESS OF INSURANCE AGENCY	INSURANCE COMPANIES AFFORDING COVERAGES
	Company Letter A
	Company Letter B
NAME AND ADDRESS OF INSURED	Company Letter C
	Company Letter D
	Company Letter E
	Company Letter F
	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	
	COMMERCIAL GENERAL <input checked="" type="checkbox"/> LIABILITY FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY			BODILY INJURY per person	
	COMPREHENSIVE AUTO <input checked="" type="checkbox"/> LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input type="checkbox"/> EXCESS LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			STATUTORY each accident	\$100
	<input checked="" type="checkbox"/> OTHER	In addition to the Flood Control District of Maricopa County, Maricopa County, Paradise Valley Community College shall also be named as additional insureds.			
	<input type="checkbox"/> OTHER				

Except for Workers' Compensation Insurance, the Flood Control District of Maricopa County is added as an additional insured in respect to liability arising in any manner out of the performance of any contract entered into between the insured and the Flood Control District or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order, or otherwise required. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available. It is further agreed that no policy shall expire, be cancelled, or materially changed to effect the coverage available to the District without thirty (30) days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 3335 West Durango Street
 Phoenix, Arizona 85009

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE _____

It is further agreed that:

The Contractor hereby agrees to indemnify and save harmless to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, MARICOPA COUNTY, PARADISE VALLEY COMMUNITY COLLEGE, and PARADISE VALLEY GOLF COURSE, or any of their departments, agencies, officers or employees, 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, Maricopa County, Paradise Valley Community College, and Paradise Valley Golf Course 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, Maricopa County, Paradise Valley Community College, and Paradise Valley Golf Course. The above cost of damages incurred by the Flood Control District of Maricopa County, Maricopa County, Paradise Valley Community College, Paradise Valley Golf Course, or any of their departments, agencies, officers or employees, or others aforesaid shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

Firm

Date

Principal

Title

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 90-55

SUPPLEMENTARY GENERAL CONDITIONS

SPECIFICATIONS:

Except as otherwise required in these Construction Special Provisions, 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 MAP Uniform Standard Specifications and Details, together with Maricopa County Highway Department Supplements to the Uniform Standard Specifications.

PRECEDENCE OF CONTRACT DOCUMENTS:

The City of Phoenix Supplements to MAG Specifications and Details will govern over the MAG Standard Specifications and Details. In case of a discrepancy of 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.

PAYMENT:

Payment will be made for only those items listed in the proposal and will not be made in accordance with the measurement and payment provisions of the Standard Specifications where this differs from the items listed in the proposal. All material and work necessary for completion of this project are included in proposal items. Any work or material not specifically referred to in these items is considered incidental to the item and included in the unit price.

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 commence work within seven (7) calendar days after the date of the Notice to Proceed and complete all work within one hundred fifty (150) calendar days after receipt of the Notice to Proceed. In the event the Contractor elects to work overtime, second shifts, or weekends to complete the work, that is not required by the Project Plans and these Special Provisions, the Contractor will be responsible to bear the additional costs that may be incurred by the Owner including engineering, inspections, testing, surveying and construction administration all in accordance with Section 108.5. These costs will be deducted from the monies due to the Contractor for each Payment Request. The costs associated with these items shall be incidental to the unit price items in the bid schedule.

6. Change the definition of the term "Owner" to the Flood Control District of Maricopa County, acting through it's legally constituted officials, officers, or employees.

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

Subsection 102.5 - Preparation of Proposal: It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addenda have been issued by the Flood Control District. This may be accomplished by calling 602-262-1501. Any addendum issued, if not already bound into the Special Provisions, must be included as part of the Special Provisions and any quantities on the Bidding Schedule requiring change shall be adjusted by pen and ink, to the new figure.

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

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

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

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

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

Subsection 104.1.1 - General: In addition, all water for construction purposes, drinking water, lighting, temporary electric power, heat, and telephone service shall be arranged for and provided for the requirements of the work by the Contractor at his expense.

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

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

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

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

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

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

SUBSECTION 109.2 - SCOPE OF PAYMENT:

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

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

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

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT 90-55
UPPER EAST FORK CAVE CREEK
DETENTION BASIN #4

PROPOSED WORK

The work includes, but not limited to, the furnishing of all materials, labor, equipment, tools, transportation, and services to construct the following:

- Excavation grading and landscaping of stormwater detention basin
- Filling-in existing retention basins
- 48-inch, 54-inch and 78-inch storm drain piping
- Maintenance access road construction - parking, lot grading and paving, striping and lighting.
- Utility relocations
- Removal of Par course equipment.

FUTURE WORK

The following work will be done by others under a future contract:

- Ballfield and recreational facilities.
- Signage
- Par Course reinstallation
- Landscape/irrigation work

GENERAL

- A. The Contractor shall complete all work for the new parking lot, including lighting and striping, by August 15, 1991. After this date the parking lot shall be turned over to the Paradise Valley Community College (College) for their sole use.
- B. The Contractor shall sequence the work so construction will not commence north of the Union Hills Drive south R/W line until after August 1, 1991 unless otherwise approved by the Owner.
- C. The Contractor shall complete all work within the Paradise Valley Golf Course (PVGC) by August 1, 1991. **This** work shall be completed within a two (2) week time period including mobilization and demobilization of materials and equipment.
- D. The Contractor shall notify PVGC (Brian or Paul Whitcomb, 992-7190) one (1) week prior to start of work to coordinate access to the site and construction scheduling.
- E. Existing fencing and gate to be salvaged and reinstalled.
- F. Cable to be furnished and installed by Paradise Valley Community College in two 4-inch PVC ducts. PVC ducts with pull wire to be furnished and installed by Contractor.

- U. The College will rope off a paved parking area on the College site near the Basin that the Contractor shall utilize for private vehicles during normal work hours only.
- V. The Contractor shall exercise extreme care in providing dust control, and shall strictly follow all governing agency requirements.
- W. The Contractor shall notify the Owner at least 72 hours in advance of any scheduled utility interruption to the College.
- X. The existing basin at the N.E. corner of the College site shall be filled with on-site excavated material and compacted per criteria specified in Section 02000 of the Construction Special Provisions for Structural Engineered Fill.
- Y. The remaining existing basins and all other fill areas shall be filled with on-site excavated material and compacted per criteria specified in Section 02000 of the Construction Special Provisions for General Engineered Fill.
- Z. Areas of fill under future signage (designated on the drawings) shall be compacted per criteria specified in Section 02000 of the Construction Special Provisions for Structural Engineered Fill.

Section 201 - Clearing and Grubbing

Material to be Removed

Remove only those items within the construction limits that are prior approved by the Owner for removal

Section 220 - Riprap Construction

Filter Fabric
 Minimum Filter Fabric Overlap
 Fabric Cover
 Type of Riprap
 Riprap Material

Required - Mirafi Type 700X or equal
 12-inch overlap
 Use sand blanket to protect filtercloth from puncture
 Plain - not grouted
 Stone per MAG Spec 703
 Use sand blanket to protect filtercloth from puncture

Section 211 - Fill Construction

1. Types of Fill - Fill for construction are classified in two (2) categories, Structural Engineered Fill, and General Engineered Fill.
2. Location of Fill - Described in Table 2000-1.
3. Site Preparation - The entire areas which receive fill shall be stripped of all vegetation, debris, rubble, and obviously loose surface soils.

Prior to **placing** fill, the existing grade shall be scarified to a depth shown in Table 2000-1, moisture conditioned to optimum (± 2 percent) and compacted to at least the percentage shown in Table 2000-1 of maximum dry density as determined by ASTM D-698.

4. Fill Placement - Fill shall be placed on subgrade which has been properly prepared per Section 1.0 and approved by a Testing Laboratory. Fill shall be wetted and thoroughly mixed to achieve optimum moisture content, ± 2 percent (optimum to +3 percent for fill placed within 2.0 feet of finished grade). Fill shall be placed in horizontal lifts of 12-inch maximum loose thickness (or thinner if compaction equipment is not capable of uniformly compacting the fill lift thickness) and compacted to the percent of maximum dry density per ASTM D-698 set forth in Table 2000-1.

Section 321 - Asphalt Concrete Pavement

Leveling Course	Required at discretion of Owner's Representative
Leveling Course Composition	MAG Type C-3/4
Asphalt Base Course Thickness	See plans
Asphalt Base Course Composition	MAG Type C-3/4
Asphalt Base Course Placement	4-inch maximum lifts
Asphalt Surface Course Thickness	See plans
Asphalt Surface Course Composition	MAG Type C-3/4
Asphalt Surface Course Placement	2-inch maximum lifts
Specific Gravity	95% of ASTM D-1559 75 blow method
Asphalt Curb Composition	MAG Type E-3/8

Section 329 - Tack Coat

Tack Coat Composition	SS-1h per MAG Sec 713 diluted 50% water to 50% emulsion
Tack Coat Application Rate	0.05-0.10 gal diluted material per square yard

Section 336 - Pavement Matching and Surface Replacement

Pavement Cuts	Sawcut only
Pavement Replacement Type	Type A MAG Std Detail 200 for parallel trenching Type B T-Top MAG Std Detail 200 for transverse cuts

Section 340 - Concrete Curb, Gutter, Sidewalk, Driveways and Alley Entrances

Compacted Subgrade Thickness	6 inches
Aggregate Base Course Thickness	6 inches
Concrete Materials	Type B (2500 psi f'c) concrete Type II Portland cement

Section 350 - Removal of Existing Improvements

Items to be Removed	Remove only those items within the construction limits that are prior approved by the Engineer for removal.
Items to be Salvaged	Salvage and restore fencing disturbed. Salvage par course stations and deliver to location designated by Owner's Representative.

Section 505 - Concrete Structures

Concrete Materials	Type A (3,000 psi f'c) concrete
Portland Cement	Type II Portland cement
Steel Reinforcement	Grade 60

Section 520 - Steel and Aluminum Handrails

Materials	2-inch galvanized steel schedule 40 pipe
Finish	1 coat primer 2 coats beige water based enamel

Section 601 - Trench Excavation, Backfilling and Compaction

Pavement Cuts	Sawcut only
Trench Backfill Type	MAG Table 601-1 Type I
Maximum Backfill Lift	4 foot maximum (Water Jetting) 8 inch maximum (Mechanical)

Diameter	54
D Load	1000
Type of Pipe	II
Cement	Type II Portland cement

Diameter	78
D Load	1000
Type of Pipe	II
Cement	Type II Portland cement

Section 750 - Iron Water Pipe and Fittings

Location	Waterline Relocations
Diameter	12-inch
Class	50
Minimum Wall Thickness	0.31-inch
Coating	Polyethylene wrap
Polywrap Diameter	0.30 inch
Lining	0.125-inch cement mortar
Joints	Push-on (Some joint restraint (Megalug) required)
Corrosion Protection	Polyethylene wrap or letter from DIPRA
Tie Bars	2 @ 0.875-inch diameter

Section 801 - Conduit

The unit price for each type of conduit shall include full compensation for conduit, pull boxes, pull wire, fittings, and connecting conduit through walls of existing structures.

Section 802 - Lighting

The lump sum price bid for lighting shall include full compensation for excavation, conduit and wiring, pull boxes, fittings, lamp poles and foundations, ballasts, fixtures, lamps, lighting controls, lighting panels and all appurtenant work.

Section 803 - Traffic Loop Replacement

The unit price bid for traffic loop replacement shall include full compensation for removing and replacing (or protecting in place) each traffic loop indicated on the plans as requiring removal and replacement. No payment will be made for removal, repair or replacement of traffic loops other than those indicated unless removal of these additional traffic loops is directed in writing by the Owner's Representative.

END OF SECTION

01025/OCT90/DJP

CSP-7 OF 7

13
Ed Raleigh

ADDENDUM NO. 1

May 10, 1991

FCD Contract No. 90-55

To Contract Documents

Title: Upper East Fork Cave Creek Detention Basin #4
Owner: Flood Control District of Maricopa County

The above documents are herein modified. The provisions of said documents applicable to these modifications remain unchanged unless specifically indicated otherwise herein. This Addendum No. 1 forms a part of the Contract Documents and modifies them as follows:

TO SUPPLEMENTARY GENERAL CONDITIONS

Page SGC Page 1 of 6:

Add new subsection:

SOILS REPORT: Soils information will be made available for review at the Flood Control District of Maricopa County on Monday, May 13, 1991. A map that shows the location of the soils borings is attached.

Page SGC Page 5 of 6:

Delete Subsections 109.1 and 109.2 from the Supplementary General Conditions and use the Sections 109.1 and 109.2 from MAG.

TO THE BIDDING SCHEDULE

Remove Pages 6 of 24 and 7 of 24, and replace with attached Pages 6R of 24 and 7R of 24.

TO CONSTRUCTION SPECIAL PROVISIONS

Add attached SECTION 600 - STORM DRAINAGE CONDUIT.

Page CSP - 2 of 7:

Add the following to paragraph:

"The new 8-foot high temporary fence shall be located 10' to the east of the new 18" stormdrain centerline".

Page CSP - 1 of 7:

Add new paragraph AA under GENERAL:

"Utility relocations: The contractor shall coordinate and work concurrently with the Utility Companies for two (2) telephone line relocations in Union Hills Drive, and one (1) gas line relocation at the college entrance at 32nd Street."

Page CSP - 5 of 7:

Add Section 205 - Roadway Excavation

"This section shall apply to site excavation. The Contractor shall, at his own expense, remove all surplus excavated materials from the site.

Obtaining approval of the Haul and Stockpile Permit does not release the Contractor from strict compliance with MAG Subsection 108.5, Limitation of Operations.

The Contractor shall, at his own time and expense, obtain from the City of Phoenix Street Transportation Department, a written approval of the proposed haul route, number of trucks, etc."

Page CSP - 7 of 7:

Section 750:

Add the following: "Tie bars or Megalug type joints will be required where joint restraint is specified.

TO THE CONSTRUCTION DRAWINGS:

Sheets 9, 10, 11, and 15 of 25:

The 78 inch storm drain S.D. centerline offset from the college east property line shall be increased from 8 feet to 12 feet.

Sheet E-1:

Provide 120 LF of 4" PVC conduit with pull-wire (cap each end) in the center landscape island from the existing light fixture to the new light fixture. Provide 24 inch cover and coordinate exact location in island with landscaping contractor.

Sheet 3 of 25:

General Note #3: Change "City of Phoenix datum" to read "Maricopa County Highway Department datum".

Sheet 5 of 25:

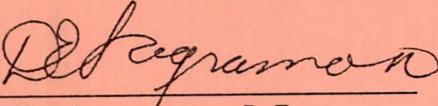
Add note: "Remove 515 LF of existing fence."

Add note: "Remove, salvage, stockpile and re-erect 390 LF existing chain link fence and gate."

Sheet 13 of 25:

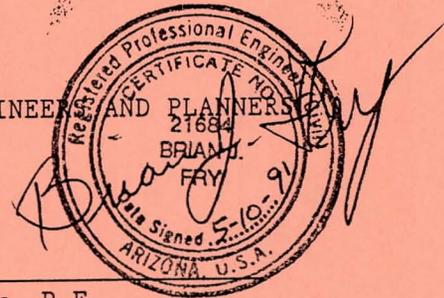
Replace Section H/4 with Section H/5 (attached).

FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY

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

NBS/LOWRY ENGINEERS AND PLANNERS

By _____
Brian J. Fry, P.E.



BIDDING SCHEDULE

PROJECT: Upper East Fork Cave Creek Detention Basin No. 4
 CONTRACT: FCD 90-55

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT COST (IN WRITING) AND /100 DOLLARS	UNIT COST (NUMBERS)	EXTENDED AMOUNT
201	Clearing and Grubbing	1	LS			
211a	Engineered Fill	13,000	CY			
211b	General Fill	21,800	CY			
215	Earthwork for Open Channels, Swales, and Detention Basins	185,900	CY			
220	Riprap Construction	734	CY			
301	Subgrade Preparation	12,808	SY			
310	Untreated Base	4,045	ton			
321	Asphalt Concrete Pavement	1,740	ton			
336	Pavement Matching and Surfacing Replacement	53	ton			
340a	Concrete Curb and Gutter MAG 220-A	1,070	LF			
340b	Concrete Single Curb MAG 222-A	2,021	LF			
340c	Concrete Sidewalk	20	SF			
340d	Valley Gutter & Aprons	846	SF			
345	Adjust Frames	1	ea			
350	Remove Existing Improvements	1	LS			
401a	Detours and Traffic Control	1	LS			
401b	Traffic Control - Uniformed Officer	1	LS			
420a	Remove, Salvage, Stockpile & Re-erect Existing Chain Link Fence and Gate	390	LF			
420b	Remove Chain Link Fence	515	LF			

BIDDING SCHEDULE

PROJECT: Upper East Fork Cave Creek Detention Basin No. 4
 CONTRACT: FCD 90-55

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT COST (IN WRITING) AND /100 DOLLARS	UNIT COST (NUMBERS)	EXTENDED AMOUNT
505a	Concrete Channels, Spillways, Slope Protection, Guardposts	1	LS			
505b	Concrete Drainage Structures	1	LS			
610a	Water Pipe	270	LF			
610b	Restrain Joints on Existing 12" Waterline	330	LF			
610c	12" Cut-in Sleeve and Valve Box & Cover	3	ea			
618a	24-inch Storm Drain Pipe	577	LF			
618b	30-inch Storm Drain Pipe	135	LF			
618c	48-inch Storm Drain Pipe	927	LF			
618d	54-inch Storm Drain Pipe	1,506	LF			
618e	78-inch Storm Drain Pipe	2,542	LF			
625a	48-inch Manhole MAG 520	2	ea			
625b	Manhole MAG 521	7	ea			
745	18" PVC	1,097	LF			
801	Computer Cable Conduit (4" PVC)	1,400	LF			
802	Parking Lot Lighting	1	LS			
803	Traffic Loop Replacement	2	ea			
	TOTAL ESTIMATED CONSTRUCTION COST					

SECTION 600 - STORM DRAINAGE CONDUIT

600.1 PIPE MATERIALS

600.1.1 Reinforced Concrete Pipe shall be used for all 24" and 30" pipe. For the 48", 54" and 78" pipe, the Contractor shall have the option of installing either round reinforced concrete pipe or cast-in-place concrete pipe, where storm drains are called for on the plans, except within street right of way, subject to the provisions of STANDARD SPECIFICATION, 618, 620, 735, and 736, including Phoenix Supplements, and amendments hereinafter outlined. Only reinforced concrete pipe will be allowed beneath street right of way. If cast-in-place concrete pipe is used, the pipe sizes shown in the plans and Bidding Schedule shall be increased by 6 inches (48" will become 54", 54" will become 60" and 78" will become 84").

600.2 CONDUIT DESIGN CRITERIA

Conduit used in this project shall be designed in accordance with accepted structural design methods and procedures. The Contractor shall submit structural calculations prepared by an Arizona Registered Professional Engineer, to the Engineer for review and approval to show the equivalent D-load requirements listed on pages CSP-6 and CSP-7, under Section 735 are met. All conduit under pavement shall be designed to be equivalent to the minimum equivalent roundpipe D-load, using an HS-20 highway live loading.

UNION HILLS DR.

STREET

Attachment
"B"

RICHCAN AV.

CABOT DRIVE

32ND

PROVERS AVE

PARADISE VALLEY
COMMUNITY COLLEGE

Line of Construction,
ingress, & Egress.

PARADISE VALLEY GOLF COURSE (PVGC)

EQUIP
STAGING
AREA

MARICOPA COUNTY

LIBRARY



SCALE 1" = 200'

- ⊕ New borings 5/91
- Ⓢ SHB borings 10/90
- Ⓟ Speedie borings 4/91
- Ⓜ WTI borings 12/88

Ⓢ 1

Ⓢ 2

Ⓢ 3

Ⓢ 4

Ⓢ 4

Ⓢ 5

Ⓢ 7

Ⓢ 10

Ⓢ 12

Ⓢ 13

Ⓢ 11

Ⓢ 14

Ⓢ 15

Ⓢ 16

Ⓟ B-1

Ⓟ B-3

Ⓟ B-2

Ⓟ B-4

Ⓜ 6

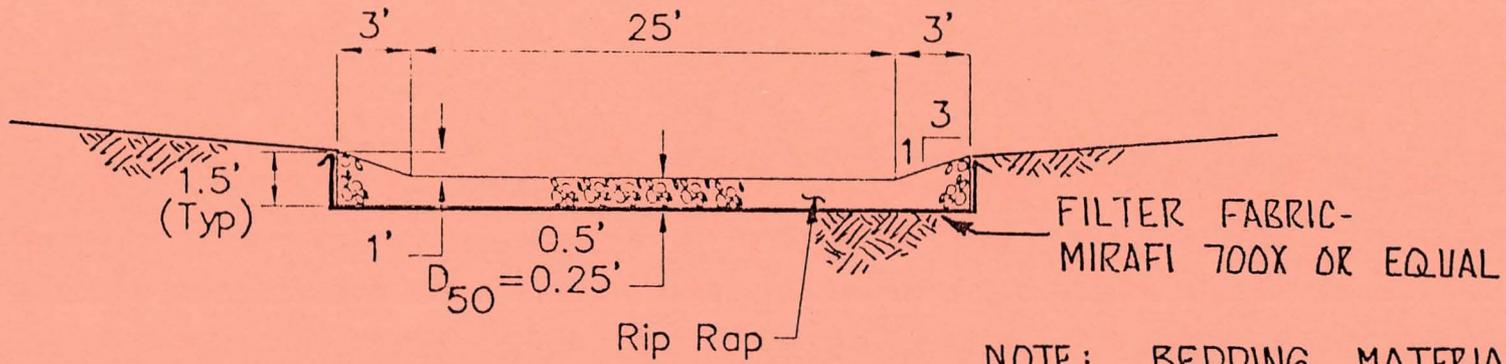
Ⓜ 4

Ⓜ 5

Ⓜ 1

Ⓜ 2

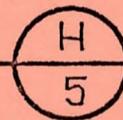
Ⓜ 3



NOTE: BEDDING MATERIAL NOT REQUIRED FROM STA. 11+90.00 TO STA. 17+41.04.

SECTION

N.T.S.



FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Meeting Minutes

Project: Upper East Fork Cave Creek Basin #4
FCD # 90-55

Date: May 7, 1991 Time: 10:30 am Location: FCDMC

Purpose: Pre-Bid

Attendees: See Attached Sign-in Log

Recorder: J. Berghian

The following is our understanding of the subject matter discussed at the meeting. If it differs from your understanding, please notify us.

1. It was mentioned that there is not enough room between the centerline of the 78" SD and the existing fence on the College east property line (8 feet) for the backhoe to operate and have the existing fence remain protected in place per the Construction Special Provision. This will be addressed in the addendum.
2. The location of the temporary fence at the 18 inch PVC conduit at the golf course will be address in the addendum.
3. Item #420 of the Bidding Schedule calls for a "new gates". This should read "existing gate", and the quantities of fencing appear to be incorrect. These items will be addressed in the addendum.
4. Question concerning filter fabric for Detail H on Sheet 13. The engineer stated no filter fabric would be required.
* A revised detail will be included with the addendum. Filter fabric WILL be required.
5. A soils report will be available at the FCDMC Monday, May 13, 1991 for review by the Contractors.
6. Cross sections will not be available for this project.
7. The GENERAL items on pages CSP-1, 2, and 3 of the Construction Special Provisions were reviewed.
8. Item #329 (Tack Coat) of the Bidding Schedule appears to be in error, and will be addressed in the addendum.

9. What permits will be required? FCDMC will look into this.
* This is covered in Subsection 107.2 of the Supplementary General Conditions.
10. There appears to be a conflict with the DATUM reference in Note #3 on Sheet 2 of the drawings. This will be addressed in the addendum.
11. Section 750 on Page CSP-7 of the Construction Special Provisions indicated that both Megalug Joints AND Tie Bars are required where joint restraint is indicated on the drawings. Is this true, or can one be used in lieu of the other? This will be addressed on the addendum.
12. It appears that the 18" PVC pipe is not adequately covered in the specs.
* FCDMC feels this is adequately covered in MAG Section 745.
13. Surplus excavated material shall be removed from the site. This will be addressed in the addendum.
14. The addendum will be ready for pick up by the Contractors on Friday, May 10, 1991.

* Indicates follow-up response by FCDMC.

CC: Attendees
Plan Holders

By: John V. Berghian

MEETING ATTENDANCE ROSTER

Meeting: 90-55 Pre-Bid Conference

Location: Durango Conference Room - FCD

Date: 5/7/91

Engineer: NBS/Lowry

Name	Title	Organization	Phone
Keith Stone	Sales Director	Hydro Conduit	278-3526
BILL THORNTON	EST	HUNTER CONTRACTING	8920521
Earl Black	EST.	MINGUS CONST.	634 9556
Terry Cole	Est	Tanner Const	437-7890
WRAN MALONE	EST	NATIONAL APP.	267-1467
Jesus R. Hernandez	B&E Director	Paradise Community College	493-2600
JIM ANDERSON	EST.	R.G. JOHNSON Const.	FAX-8941421 894 0946
Brian Finey	Sr. Engr	NBS/Lowry	468-1688
JOHN BERGLIAN	PM	FCDMC	262-1501
TERRY MERREL	mgr	REMONTS CONST	837-3684
Judy Drawert	Representative	Construction DINE	FAX 898-7072 898-7070
CARL PARSON	ESTIMATOR	LE-MAC EQUIP	892-4556
SHEWA SHIVASWAMY	Const. Mgr	FCD	262-1501
Richard King	VICE PRES.	KIP INCORP.	961-0604
CURT GILLEY	PRES.	TREMONT EQUIP CO.	(916) 678-3061
KENNETH WILSON	Contracting Chief	FCD MC	262-1501
Ed Raleigh	Chief, Engineering Div.	FCDMC	" "
Warren Rosebraugh	Engg.	FCD	"
MAR MEXICCO	GR. ESTIMATOR	SUNOT CORP.	7148-7555

FCD 90-55
EAST FORK CAVE CREEK DETENTION BASIN NO. 4
BID OPENING: MAY 16, 1991

COST: \$50.00

NAME

1. Construction 70 Inc.
P.O. Box 1663
2337 North Country Club
Mesa, Arizona 85201
898-7070 Bruce Vail
2. Ames Construction
1801 South 51st Avenue
Phoenix, Az. 85043
995-0622
995-8137 FAX
Basil
3. R. G. Johnson Contracting, Inc.
P. O. Box 1500
Tempe, AZ 85280
894-0946
894-1421 FAX
Jim Anderson
4. Tanner Construction
3888 East Broadway Rd.
Phoenix, Az. 85040
437-7878
437-7806 FAX
Vicky Major
5. Wheeler Construction, Inc.
716 East Rose Garden Lane
P.O. Box 26840
Phoenix, Arizona 85068
254-3179
Michelle Sherwin
6. Pulice Construction
2033 W. Mountain View
Phoenix, Arizona 85021
944-2241
Mitzi

East Fork Cave Creek Detention Basin No. 4
Planholders List

7. C & F Equipment Co. Inc
P.O. Box 14709
3910 W. Indian School Rd.
Phoenix, Az. 85063
269-8348
269-0285 FAX
Vicky
8. Kip, Inc.
8949 S. Beck Lane
Tempe, AZ 85284
961-0604
961-0611 FAX
Richard King
9. Sletten Construction Co
4114 East Air Lane
Phoenix, AZ 85034
273-1474
C. O. Peltier
10. Bentson Contracting Co
2525 West Beryl Ave., #100
Phoenix, Arizona 85021
944-0321
Fax #944-0458
Tosh Morivchi
11. Tanner Construction
3888 East Broadway Road
Phoenix, Arizona 85040
437-7878
Fax #437-7806
Vicky Majors
12. Phoenix Gunitite Inc.
1485 North McQueen Road
Gilbert, Arizona 85234
497-2772
Regina
13. Pulice Construction
2033 West Mountain View
Phoenix, Arizona 85021
14. United Metro Materials
Jerry McGerty 220-5605
P.O. Box 52140
701 North 44th Street
Phoenix, Arizona 85008
220-5605
Fax #220-5373

15. Sundt Corporation
4101 E. Irvington Road
Tucson, Arizona 85726
748-7555
Fax #750-6613
Darla Feelande
16. New Construction
P.O. Box 26669
Tempe, AZ 85285
968-7801
Fax # 921-7304
Lowell Naw
17. McIntyre's Const. Co.
2533 West Loughlin Dr.
Chandler, Arizona 85224
820-6907
Fax # 730-6128
18. Hunter Contracting
701 North Cooper Rd.
Gilbert, Arizona 85234
892-0521 - Tom
892-4932
19. LeMac
P.O. Box 1743
Gilbert, Arizona 85234
892-4556 -Carl
497-3295-Fax
20. Hydro Conduit Corp.
4242 West Buckeye Road
P.O. Box 6220
Phoenix, Arizona 85005
278-3526-Keith
454-0705 - FAX
21. Western Sun Contractors
P.O. Box 32866
Phoenix, Arizona 85064
470-1340 -Phil
470-1012 - FAX
22. Lundell Construction Co., Inc.
6100 S. Maple Suite #114
Tempe, Arizona 85283
831-9179-Bob/Randy
831-0125 - FAX

23. M. Anderson Construction
4650 North Kain Road
Tucson, Arizona 85705
887-0823-Andy Rowe
292-9049-FAX
24. A.K.R. Contracting
P.O. Box 1316
Glendale, Arizona 85311
242-3138 -Pete Jensen
263-7702 - FAX
25. National Applicators, Inc.
4420 E. University
Phoenix, Arizona 85034
267-1487 - Ray Malone
26. Gifford-Hill Pipe
3450 North 27th Avenue
Phoenix, Arizona 85017
258-7514 - Russell
Fax - 256-7105
27. Kleven Construction, Inc.
1701 East Elwood
Phoenix, Arizona 85040
268-6995 - Frank
Fax - 268-7390
28. R.E. Monks Construction Co.
Pueblo & Grande Blvds
P.O. Box 17959
Fountain Hills, Arizona 85268
837-3684 - Terry
Fax - 837-0572
29. Mingus Constructors
P.O. Box 1999
Cottonwood, Arizona 86326
634-9556
Fax - 634-0206
30. Swengel-Robbins, Inc.
7418 E. Helm Drive
Scottsdale, Arizona 85260
John Pierson
483-4440
Fax - 951-0108
31. Clayber Contracting, Inc.
2121 South 6th Avenue
Phoenix, Arizona 85260
Tracy
256-2513
Fax - 256-2519

32. Aztec Construction, Inc.
4022 West Lincoln Street
Phoenix, Arizona 85009
Mark Haushagen
269-7131
33. Pierson Construction Corp.
222 South 52nd Street
Tempe, AZ 85281
Mike Walsh
966-4424
894-1086-FAX
34. JWJ Contracting
4525 East University
Phoenix, AZ 85034
Lori Johnson
967-7815
35. Ameron
2325 South 7th St.
P.O. Box 20505
Phoenix, Az. 85036
Thomas Domizi
252-7111
Fax - 258-8456
36. Tyers Contracting, Inc.
21642 North 9th Avenue
Phoenix, Arizona 85027
George
867-2497
Fax - 780-2811
- 37.