

T' Bird

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ADDENDUM NO. 2

September 30, 1982

FCD Contract No. 82-33

Page 1 of 1

TO CONTRACT DOCUMENTS

ENTITLED: Thunderbird Road Bridge over  
Relocated Arizona Canal

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 forms a part of the Contract Documents and modifies them as follows:

1. The amount of \$350.00 per calendar day, or the actual cost per calendar day incurred by the District for Engineering and Inspection Services on this project, whichever is less, 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.
2. On the ALTERNATE BIDDING SCHEDULE, page 10 of 12, delete the words "Sub-Total."
3. On the ALTERNATE BIDDING SCHEDULE, page 6 of 12, change the quantity under item No. 610-1 from 233 L.F. to 306 L.F. and under item No. 610-2, change the quantity from 635 L.F. to 570 L.F.
4. On the BIDDING SCHEDULE, page 4 of 12, delete the words "CONTRACTORS NAME," and add the phrase: "The Bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda,"

ADDENDUM NO. 1

September 28, 1982

FCD Contract No. 82-33

Page 1 of 1

TO CONTRACT DOCUMENTS

ENTITLED:

Thunderbird Road Bridge over  
Relocated Arizona Canal

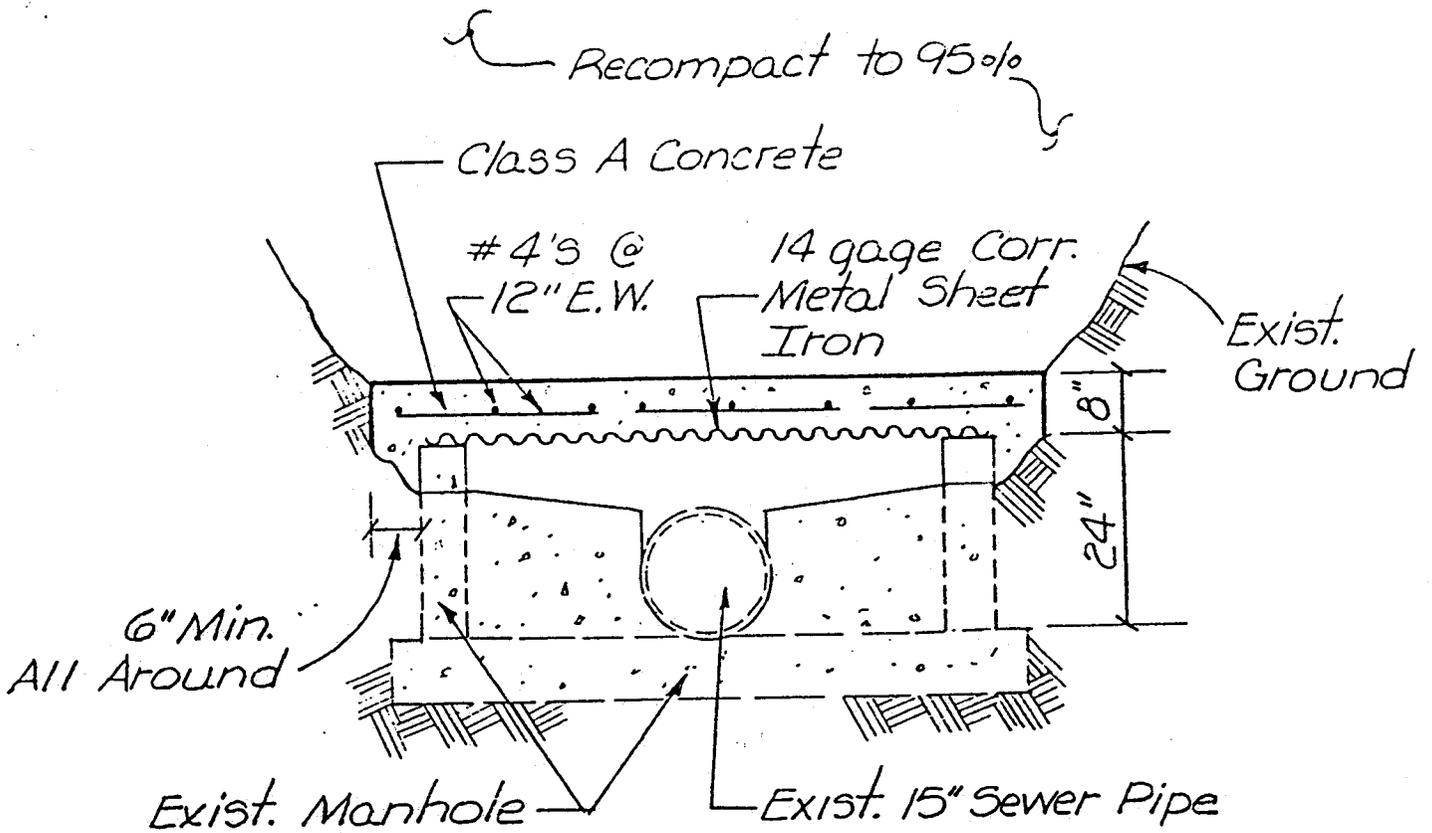
OWNER:

FLOOD CONTROL DISTRICT of Maricopa County

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The above documents are herein modified. The provisions of said documents applicable to these modifications remain unchanged unless specifically indicated otherwise herein. This Addendum forms a part of the Contract Documents and modifies them as follows:

1. On sheet C-9, 10 of 18, the following change and addition shall be made:
  - a. Change note which reads "Install 65 L.F. of 12" D.I.P." to read "Install 76 L.F. of 12" D.I.P."
  - b. Add note to Exist. M.H. Sta 14 + 67 to See Manhole Modification - Sta 14 + 67 shown on Sketch No. 1. (Sketch No. 1 is attached to this Addendum.)
2. On sheet C-10, 11 of 18, change the note which reads "Install 65 L.F. 12" D.I.P." to read "Install 68 L.F. 12" D.I.P."
3. On Bidding Schedule change quantity under item no. 610-1 from 233 L.F. to 306 L.F. and under item no. 610-2 change quantity from 635 L.F. to 570 L.F.
4. In Construction Special Provisions Sections 205 and 211 add the following sentence: "Excavation and fill construction for the new Arizona Canal section shall meet the requirements of the Salt River Valley Water Users Association."



NOTE: Existing manhole shall be cut down and a concrete cap installed as shown.

MANHOLE MODIFICATION  
STA. 14+67

Sketch No. 1

SPECIAL PROVISIONS  
FOR  
Thunderbird Road Bridge over  
the Relocated Arizona Canal

CONTRACT NO. FCD 82-33



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: \_\_\_\_\_

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT NO. FCD 82-33

TABLE CONTENTS:

1. Invitation for Bids
2. Bid Form
3. Construction Special Provisions
4. No Collusion Affidavit
5. Contract
6. Statutory Payment Bond
7. Statutory Performance Bond
8. Certificate of Insurance
9. Drawings: Thunderbird Road Bridge over the Relocated Arizona Canal.  
Sheets 1 through 18 of 18

INVITATION FOR BIDS  
(Construction Contract)

Project: Thunderbird Road Bridge  
over the Relocated Arizona  
Canal

Ref: Invitation FCD 82-33  
Date: September 23, 1982  
Issued by: Flood Control District  
Maricopa County

Location: Thunderbird Road, 1300 ft. west of 59th Avenue  
Glendale, Arizona

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:30 P.M. LOCAL TIME AT THE PLACE OF THE BID OPENING, OCTOBER 15, 1982, IN THE OFFICE OF THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA, 85009, AND AT THAT TIME PUBLICLY OPENED.

ALTERNATIVE BIDS CONSISTING OF A COMBINED PROPOSAL AS OUTLINED HEREIN AND IN SEPARATE PROPOSAL PAMPHLET IFB FCD 82-32 MAY BE SUBMITTED FOR CONSIDERATION.

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.

A PRE-BID CONFERENCE WILL BE HELD AT THE FLOOD CONTROL DISTRICT OFFICES, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA, ON OCTOBER 5, 1982 AT 10:00 A.M.

DESCRIPTION OF WORK:

CONSTRUCTION OF A TWO-SPAN CONTINUOUS REINFORCED CONCRETE BRIDGE, DETOUR, APPROACHES, AND RELATED ITEMS.

THE WORK SHALL COMMENCE WITHIN SEVEN ( 7 ) CALENDAR DAYS AND BE COMPLETED WITHIN SIXTY ( 60) CALENDAR DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED.

ALTERNATE BID. THE WORK SHALL BE COMPLETED WITHIN SIXTY (60) CALENDAR DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED.

NOTICE: THE BID SCHEDULE, SPECIAL PROVISIONS, INSTRUCTIONS TO BIDDERS, UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1979 EDITION (MAG) AND REVISIONS AND SUPPLEMENTS THERETO, DRAWINGS LISTED UNDER THE CONTENTS, WILL BE INCORPORATED IN AND BECOME A PART OF THE RESULTANT CONTRACT.

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

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

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

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

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

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

Unless called for, alternate bids will not be considered.

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

As an inducement for a reduction in the amount of the bid(s) submitted, an alternate bid may be submitted, consisting of a combined proposal for the construction of the 59th Avenue Bridge over the relocated Arizona Canal (IFB FCD 82-32) and the Thunderbird Road Bridge over the relocated Arizona Canal (IFB FCD 82-33).

Bidders shall acknowledge the receipt of and agree that the proposal submitted is based on any Addenda issued with or subsequent to the proposal pamphlet. Acknowledgement shall be indicated on the last page of the Bidding Schedule.

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

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

Location of the Work

Thunderbird Road, 1300 ft. west of 59th Avenue, Glendale, Arizona.

Contract Plans, Special Provisions and Contract Documents: Plans, Special Provisions, and forms for proposal, Bidding Schedule, Contract Agreement and Performance Bond may be obtained from the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, upon payment of \$10.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded. Plans sheets may be purchased separately for a fee of \$5.00, not refundable.

APPROXIMATE QUANTITY (MAJOR ITEMS ONLY)

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
25,900	C.Y.	Borrow Excavation
1,129	Ton	Untreated Base-Select
2,036	Ton	Untreated Base-ABC
9,361	S.Y.	Asphalt Concrete
2,055	S.Y.	Concrete Canal Lining
259	C.Y.	Class AA Concrete
372	C.Y.	Class A Concrete
88,860	lbs	Reinforcing Steel
900	L.F.	12" ACP
890	L.F.	16" ACP
910	L.F.	8" Sewer Line

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

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

INVITATION FOR BIDS  
NO. FCD 82-33

Page 5 of 5

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
(Construction Contract)

BID FORM

Project: Thunderbird Road Bridge over the Relocated Arizona Canal Invitation FCD 82-33  
Date: September 23, 1982

Location: Thunderbird Road, 1300 ft. west of  
59th Avenue, Glendale, Arizona.

To: Chief Engineer and General Manager  
Flood Control District of Maricopa County  
3335 West Durango  
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 plead. On the basis of the Plans, Specifications, Special Provisions, the forms of Contract, and the Bond proposed for use, the Undersigned proposes to furnish all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work and to furnish all the materials in the manner specified and to finish the entire project within the time

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

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

Furthermore, in consideration of the proximity of the projects and the reduced mobilization and overhead costs realized therefrom, and as an inducement for the award of a single contract for the construction of both the 59th Avenue Bridge over the Relocated Arizona Canal (IFB FCD 82-32), and the Thunderbird Road Bridge over the Relocated Arizona Canal (IFB FCD 82-33), the total alternate bid contract amount of this proposal is (in words)

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and  
100/dollars, (in figures) \_\_\_\_\_,  
This amount being the sum total of the extended amount for each pay item on  
the ALTERNATE BIDDING SCHEDULE.

THUNDERBIRD ROAD BRIDGE OVER  
RELOCATED ARIZONA CANAL

FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY

## BIDDING SCHEDULE

PAGE 3 of 12

CONTRACT NO. 82-33

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	AMOUNT
211	24,600	C.Y.	FILL CONSTRUCTION			
310-1	1,129	TON	UNTREATED BASE - SELECT MATERIAL			
310-2	2,036	TON	UNTREATED BASE - AGGREGATE BASE COURSE			
321-1	4,200	S.Y.	ASPHALT CONCRETE PAVEMENT 2"-C-3/4			
321-2	5,161	S.Y.	ASPHALT CONCRETE PAVEMENT 1"-E-3/8 OVER 1 3/4"-C-3/4			
340-1	3	E.A.	CONCRETE ALLEY ENTRANCE			
340-2	408	S.Y.	CONCRETE CANAL LINING			
401	1	L.S.	TRAFFIC CONTROL			
415	614	L.F.	FLEXIBLE METAL GUARD RAIL			

THUNDERBIRD ROAD BRIDGE OVER  
RELOCATED ARIZONA CANAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

# BIDDING SCHEDULE

PAGE 4 of 12

CONTRACT NO. 82-33

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	AMOUNT
505-1	259	C.Y.	CLASS "AA" CONCRETE (SPECIAL)			
505-2	372	C.Y.	CLASS "A" CONCRETE			
505-3	88,860	L.B.	REINFORCING STEEL			
520	119	L.F.	TRAFFIC RAILING			
610-1	233	L.F.	12" DUCTILE IRON WATER MAIN			
610-2	635	L.F.	12" ACP WATER MAIN			
610-3	50	L.F.	20" STEEL WATER PIPELINE			
615	1	L.S.	15" SANITARY SEWER LINE CONSTRUCTION			

CONTRACTOR'S NAME \_\_\_\_\_

TOTAL \_\_\_\_\_

THUNDERBIRD ROAD BRIDGE OVER  
RELOCATED ARIZONA CANAL

FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY

ALTERNATE  
BIDDING SCHEDULE

PAGE 5 of 12

CONTRACT NO. 82-33

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	AMOUNT
211	24,600	C.Y.	FILL CONSTRUCTION			
310-1	1,129	TON	UNTREATED BASE - SELECT MATERIAL			
310-2	2,036	TON	UNTREATED BASE - AGGREGATE BASE COURSE			
321-1	4,200	S.Y.	ASPHALT CONCRETE PAVEMENT 2"-C-3/4			
321-2	5,161	S.Y.	ASPHALT CONCRETE PAVEMENT 1"-E-3/8 OVER 1 3/4"-C-3/4			
340-1	3	E.A.	CONCRETE ALLEY ENTRANCE			
340-2	408	S.Y.	CONCRETE CANAL LINING			
401	1	L.S.	TRAFFIC CONTROL			
415	614	L.F.	FLEXIBLE METAL GUARD RAIL			

THUNDERBIRD ROAD BRIDGE OVER  
RELOCATED ARIZONA CANAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

ALTERNATE  
BIDDING SCHEDULE

PAGE 6 of 12

CONTRACT NO. 82-33

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	AMOUNT
505-1	259	C.Y.	CLASS "AA" CONCRETE (SPECIAL)			
505-2	372	C.Y.	CLASS "A" CONCRETE			
505-3	88,860	L.B.	REINFORCING STEEL			
520	119	L.F.	TRAFFIC RAILING			
610-1	233	L.F.	12" DUCTILE IRON WATER MAIN			
610-2	635	L.F.	12" ACP WATER MAIN			
610-3	50	L.F.	20" STEEL WATER PIPELINE			
615	1	L.S.	15" SANITARY SEWER LINE CONSTRUCTION			

## ALTERNATE

## BIDDING SCHEDULE - Page 7 of 12

Project: 59th Avenue Bridge over the Relocated Arizona Canal  
Detour and Approach Roadways

Contract: FCD 82-32

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
211	17,454	CY	Roadway Embankment			
301	7,297	SY	Subgrade Preparation			
310-1	1,609	TN	Select Material			
310-2	1,940	TN	Aggregate Base Course			
315	12	TON	Bituminous Prime Coat			
321-1	746	TN	C-3/4 Asphalt Concrete			
321-2	208	TN	E-3/8 Asphalt Concrete Surface Course			
340-1	615	LF	Concrete Curb & Gutter			
340-2	2,835	SF	Concrete Sidewalk			
340-3	250	SF	Concrete Driveway Entrance			

ALTERNATE

BIDDING SCHEDULE - Page 8 of 12

Project: 59th Avenue Bridge over the Relocated Arizona Canal  
 Detour and Approach Roadways

Contract: FCD 82-32

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
350-1	1	LS	Removal of Existing Improvements			
350-2	550	SY	Removal of Existing Concrete Pavement			
415	312.5	LF	Guardrail, A.D.O.T. Standard C-10.01			
415-1	7	EA	Portable Barricades			
430	1	LS	Remove & Replace Landscaping			
501	151	LF	Cast-in-place Concrete Piles			
505-1	350.11	CY	Class AA Concrete			
505-2	197.31	CY	Class A Concrete			
505-3	119,330	LBS	Reinforcing Steel			

## ALTERNATE

BIDDING SCHEDULE - Page 9 of 12

Project: 59th Avenue Bridge over the Relocated Arizona Canal  
 Detour and Approach Roadways

Contract: FCD 82-32

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
520	132	LF	Steel Traffic Barrier Handrail			
525-1	1,885	SY	Pnuematically Placed Mortar			
525-2	850	SF	Temporary Ditch Lining			
550	530	LF	4" P.V.C. Conduit			
610-1	242	LF	12" Ductile Iron Pipe			
610-2	1	EA	12" Gate Valve			
610-3	10	CY	Class C Concrete for Thrust Blocks			
610-4	1	EA	Valve Box & Cover, Type A			
618-1	189	LF	42 R.G.R.C.P. Class III			

ALTERNATE

BIDDING SCHEDULE - Page 10 of 12

Project: 59th Avenue Bridge over the Relocated Arizona Canal  
 Detour and Approach Roadways

Contract: FCD 82-32

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
618-2	1	EA	Concrete Headwall with Trashrack			
618-3	223	LF	Irrigation Ditch			

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

Sub-Total \_\_\_\_\_

TOTAL ALTERNATE BID \_\_\_\_\_

Combined total for construction of:  
 59th Avenue Bridge over the Relocated Arizona Canal and the  
 Thunderbird Road Bridge over the Relocated Arizona Canal.

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) days from the date of award, time being of the essence. The Undersigned further proposes to begin the work as specified in the Contract attached hereto, and to complete the work within the time limits as specified in the Special Provisions and maintain at all times a Contract Bond, approved by the Board of Directors, in an amount equal to one hundred percent (100%) of the total bid. This bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bond to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions are fulfilled.

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

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

IF BY AN INDIVIDUAL:

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

IF BY A FIRM OR PARTNERSHIP:

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

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

\*Name and Address of Each Member:

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

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

IF BY A CORPORATION:

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

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

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

Names and Addresses of Officers:

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

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

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

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

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

CONSTRUCTION SPECIAL PROVISIONS

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

FCD CONTRACT NO. 82-33  
for  
THUNDERBIRD ROAD BRIDGE  
over  
RELOCATED ARIZONA CANAL

LOCATION OF THE WORK: This project is located in Glendale, Arizona, on Thunderbird Road at the Relocated Arizona Canal, approximately 1,300 feet west of 59th Avenue.

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

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

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

DEFINITIONS: Definitions shall be as stated in Section 101.2 of the Uniform Standard Specifications with the following additions:

**Owner:** The Flood Control District of Maricopa County (or Maricopa County where so used in these Construction Special Provisions).

**Engineer:** The Flood Control District of Maricopa County or its authorized representative.

PREVAILING WAGE SCALE: All labor employed on the work shall be paid for at rates not less than the prevailing wage rates certified by the Industrial Commission of Arizona for public works contracts in excess of \$1,000. A list of prevailing wage rates is on file in the office of the Board of Supervisors and may be inspected at any time during regular working hours, or it may be secured from the office of the Industrial Commission of Arizona.

CONTRACT TIME: The Contractor shall complete all work on the project within sixty (60) calendar days after the Notice to Proceed. If the contract is awarded on the ALTERNATE BID, the total time allowed for completion of all work on the project shall be sixty (60) calendar days after Notice to Proceed.

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

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

SECTION 105.2 - PLANS AND SHOP DRAWINGS: The following shall be added to Section 105.2 of the Uniform Standard Specifications.

Prior to fabrication of materials and/or equipment, the Contractor shall submit to the Engineer, for approval, necessary detailed shop and working drawings, design computations and other pertinent data, as follows:

Three copies of each drawing and of all necessary data shall be submitted, of which one copy will be returned to the Contractor marked Approved, Approved Except as Noted, Revise and Resubmit, or Rejected. After corrections have been made, six copies of the corrected drawings and data shall be submitted, of which two copies will be returned to the Contractor. If the original submittal is marked Reviewed or Reviewed as Noted, the Contractor shall submit four more copies. All submittals shall be to the Engineer.

SECTION 105.6 - COOPERATION WITH UTILITIES: When 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:

- Mountain Bell Telephone Company.....263-3219
- Salt River Project.....273-2202
- Arizona Public Service.....271-7014
- Location Staking (A.P.S., Mtn. Bell, S.R.P.) Blue Stakes.263-1100
- City of Glendale, Public Works Dept. (Ken Spiker).....931-5561

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

grade, fine grade, and structural reference lines and shall be responsible for their conformance with the plans and specifications.

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

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

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

The Contractor shall note that trees on private property shall not be removed without prior approval of the Owner and the Contractor will be required to work around trees and protect them from damage during the course of his work. Trees designated for removal by Others will be removed prior to commencement of work.

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

SECTION 205 - EXCAVATION: The work under this item consists of the excavation involved in the roadways and Relocated Arizona Canal as indicated on the plans and shall be in accordance with Section 205 - Roadway Excavation of the Uniform Standard Specifications.

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

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

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

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

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

SECTION 210 - BORROW EXCAVATION: Borrow shall consist of material excavated from designated areas indicated on the drawings for use in the construction of the canal and roadway embankment fills. Borrow material from the designated areas shall be excavated to the lines and grades and within the limits indicated on the drawings.

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

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

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

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

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

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

Under Section 301.3 the following shall be added: (D) Canal lining - 95 percent.

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

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

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

SECTION 315 - BITUMINOUS PRIME COAT

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

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

This item of work shall also include furnishing, applying and removal of

blotter material to remove excess bituminous material.

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

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

Pavement of the detour roadway, the temporary east approach roadway and Owens Ranch driveway shall consist of C-3/4 2 inches in thickness as indicated on the plans. Pavement of the west approach roadway and a portion of the east approach roadway shall consist of E-3/8 1 inch in thickness on C-3/4 1-3/4 inches in thickness as indicated on the plans.

The mineral aggregate shall meet the grading requirements within the range of the specified tolerances for Mix-Designations C-3/4 and E-3/8 in accordance with Section 710 of the Uniform Standard Specifications and Maricopa County Highway Department Supplement to the Uniform Standard Specifications.

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

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

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

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

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

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

Payment for Asphalt Concrete Pavement will be at the bid price per

square yard in place and shall include bituminous prime coat and preservative seal as specified and approved by the Engineer.

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

SECTION 340 - CONCRETE WORK: Included under this section are the concrete alley entrances and the concrete lining of the Relocated Arizona Canal.

The alley entrances shall be constructed in accordance with the drawings and Section 340 of the Uniform Standard Specifications. Payment for the work shall be at the bid price for each alley entrance.

The canal shall be concrete lined as follows: The Contractor shall have the option of constructing the lining on the bottom of the canal with a minimum of 4-inches thick, 2000 p.s.i. 28 day strength concrete or shotcrete. The sidewall banks shall be lined over 6 x 6-W1.4 X W1.4(10 gage) welded wire fabric. The concrete bank lining shall be a minimum of 1 1/2" thick pneumatically applied or 3" thick hand placed concrete with a minimum strength of 3000 p.s.i. at 28 days. The bank lining shall be sealed with waterstops at the bridge abutments and pier as shown on the plans.

The concrete lining shall be constructed to the lines and grades indicated on the drawings and shall conform to the applicable provisions of Section 340 of the Uniform Standard Specifications. In the event of a conflict between these specifications regarding the canal lining and specifications provided by the Salt River Project for the same work, the Salt River Project specifications will govern except for the method of payment.

The concrete lining of the bottom and sidewall banks shall be measured by the square yard in place within the limits of dimensions shown on the drawings. Payment shall be at the bid price per square yard. The unit price bid shall include all labor, materials, tools and equipment necessary to complete the work in accordance with the drawings, standard details and specifications.

SECTION 350 - REMOVAL OF EXISTING IMPROVEMENTS: The work under this item shall consist of the removal and disposal of any obstacle to construction, whether shown on the plans or not, unless specifically called out on the plans to be removed or relocated by other agencies.

Disposal of all waste material shall be the responsibility of the Contractor.

No separate payment will be made for removal of existing improvements

and the costs thereof shall be included in the price bid for related items.

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

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

The Contractor shall provide and maintain safe and adequate access, including pavement surfacing of the detour for two-way traffic, at all times. Detour to bypass the construction zone shall be as shown on the plans. Construction and detour advance warning signs shall be 48 inches in size and shall be installed 1500, 1000 and 500 feet prior to the construction zone at each end. A five (5) foot high deceleration berm of loose sandy material with nothing over three inches in size shall be placed completely over the paved portion of the road on each approach to the bridge. Internal construction barricading and signing shall be required to provide access and guide traffic through the zone with a speed posted at 25 miles per hour.

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

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

SECTION 415 - FLEXIBLE METAL GUARD RAIL: The work shall consist of constructing metal guard rail at the locations indicated on the drawings and in accordance with the applicable requirements of Section 415 of the Uniform Standard Specifications.

SECTION 505 - CONCRETE STRUCTURES: The work under this item shall consist of furnishing all labor, material and equipment necessary to construct, complete in place, the concrete bridge structure. The work under this item shall conform to the applicable requirements of Section 505 of the Uniform Standard Specifications. Deck concrete shall conform to Section 725, Class "AA" except that the minimum compressive strength at 28 days shall be 4500 psi. All other concrete including substructure, approach slabs, wingwalls, curbs, barriers, dados and sidewalks on or off the bridge shall conform to Section 725, Class "A", and reinforcing steel shall conform to Section 727, ASTM A-615, Grade 40, of the Standard Specifications, except that Contractor, at his

option, may substitute ASTM A-615, Grade 60, for reinforcing steel, but without extra compensation.

Centerbulb waterstop shall conform to the requirements for Polyvinylchloride waterstop in AASHTO Standard Specifications for Highway Bridges, Section 2.4.23 (E).

Polyvinylchloride Pipe for Utility Duct shall be class 150.

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

Payment for concrete will be made at the bid price per cubic yard for ITEM 505-1 Class AA Concrete; ITEM 505-2 Class A Concrete; and at the unit price bid per pound for ITEM 505-3 Reinforcing Steel.

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

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

SECTION 520 - TRAFFIC RAILING: The work under this item consists of furnishing and installing galvanized steel traffic railing and related embeds. Work shall conform to the applicable paragraphs of Section 520 - Steel and Aluminum Handrails of the Uniform Standard Specifications. Traffic railing shall be galvanized per Section 711 of the Standard Specifications for steel pipe rails and flat steel.

Payment for traffic railing will be made at the bid price per linear foot for ITEM 520 Traffic Railing.

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

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

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

All pipe shown for water lines shall be classes and sizes as shown on

the plans and specified in Section 610.3 of the Uniform Standard Specifications.

Tapping sleeves and valves with box, cover and stem guide shall be furnished in accordance with Sections 610.6 and 630 of the Uniform Standard Specifications and applicable Uniform Standard Details.

The 20-inch waterline shall meet AWWA-C200, Schedule 40, and be protected against corrosion in accordance with Section 610.5 of the Uniform Standard Specifications. Pipe joints shall be connected with Style 38, Code 0136, Dresser Coupling, or approved equal.

A coupling with protective steel plate shall be provided at the buried end.

Connection to existing mains shall be in accordance with Section 610.9 of the Uniform Standard Specifications. The Contractor shall coordinate this work with the City of Glendale Public Works Department. The city will install the tapping sleeve and valve and supervise the second connection in the dry. The contractor shall furnish all materials and equipment and perform all other work related to the connections. The Contractor shall drain the section of pipeline and dispose of the water in a manner which is not detrimental to adjacent properties or public health. The Contractor shall be advised that the water line connection in the dry must be accomplished at night and the line returned to service immediately following the connection. This will require the Contractor to make special provisions to take the thrust of the line until the concrete thrust blocks have attained sufficient strength. The end of the existing water line to be abandoned shall be plugged with concrete following the tie-in.

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

SECTION 615 - SANITARY SEWER LINE CONSTRUCTION: The work shall consist of the installation of two manholes over an existing 15" sewer line, modifications to an existing manhole and the construction of a section of 15" sewer line with manhole for future connection. The work shall be as indicated on the drawings and in conformance with Section 615 of the Uniform Standard Specifications and applicable Uniform Standard Details.

Payment for the work shall be made at the lump sum bid price in the proposal and shall be compensation in full for excavation, modification to existing manhole, all required material, installation of pipe and manholes, backfill, compaction, testing and related items of work.

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

No separate payment will be made for sanitary sewer manholes and the cost thereof shall be included in the price bid for related work.

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

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

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

The Contractor shall exercise care to prevent damage to any existing facilities and shall coordinate his work with that of the Salt River Project in such a manner as will cause the least possible interference with their facilities.

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

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

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

No vehicular loads will be permitted on the bridges before the lapse of twenty-one (21) days from the date of the last placement of concrete for the bridge deck, unless approval is obtained in writing from the Engineer.

The Flood Control District of Maricopa County reserves the right to adjust design grades or the location of drainage structures prior to

construction, if it should become necessary in the opinion of the Engineer, without additional cost to the Flood Control District of Maricopa County.

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

The Contractor shall take special precautions to keep the area around the bridges properly barricaded and marked with flares to prevent automotive traffic from running into the canal or crossing the new bridge structures prior to the acceptance of the completed project by the Flood Control District of Maricopa County.

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



CONTRACT

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

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

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

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

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

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

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

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

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
PARTY OF SECOND PART

\_\_\_\_\_

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

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

RECOMMENDED BY:

ATTEST:

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. FCD 82-33  
PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. FCD 82-33  
PERFORMANCE BOND

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD

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

Name of Insured \_\_\_\_\_

Address of Insured \_\_\_\_\_

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

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

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

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

Policy Includes Coverage For:

- (1) a. Damage caused by blasting  
b. Damage caused by collapse or structural injury  
c. Damage to underground utilities
- (2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
- (3) All owned, hired, or non-owned automotive equipment used in connection with the insured operation.

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

It is further agreed that:

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

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

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

Date \_\_\_\_\_ Countersigned by \_\_\_\_\_

\_\_\_\_\_  
Signature