

CONSTRUCTION SPECIFICATIONS

FOR

GUADALUPE ROAD BOX CULVERT

FCD CONTRACT NO. 89-55

Prepared By:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

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



(Engineer's
Seal)

Recommended By: Nick Karan Date: 9-6-89

Nicholas P. Karan, P.E.
Chief Engineering Division

Approved By: Stanley L. Smith Jr. Date: 9-11-89

STANLEY L. SMITH JR., P.E.
DEPUTY CHIEF ENGINEER

D.E. Sagramoso, P.E.
for 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.

A308.502

CONSTRUCTION SPECIFICATIONS

FOR

GUADALUPE ROAD BOX CULVERT

FCD CONTRACT NO. 89-55

Prepared By:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY



(Engineer's
Seal)

Recommended By:

Nick Karan

Date: 9-6-89

Nicholas P. Karan, P.E.
Chief Engineering Division

Approved By:

Stanley L. Smith Jr.
D.E. Sagramoso, P.E.
Chief Engineer and General Manager

STANLEY L. SMITH JR., P.E.
DEPUTY CHIEF ENGINEER

Date: 9-11-89

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

Some of the Bid Bonds previously received with bids for construction projects have not been in complete compliance with Arizona Revised Statutes (A.R.S.).

A.R.S. Sec. 34-201(A)(3) requires that every bid be accompanied by a certified check, cashier's check or surety bond for five percent (5%) of the amount of the bid.

In some cases the bond limit the five percent (5%) to the difference between the low bid and that of the next lowest responsible bidder, to whom a contract could be awarded, in the event that the low bidder failed to enter into contract within the specified time.

Bids received with limitation on the five percent (5%) will be considered as nonresponsive bids and will not be accepted or considered for award of contract.

Please take note and submit your bids accordingly.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT 89-55

GUADALUPE ROAD BOX CULVERT

TABLE OF CONTENTS

	Page
1. Invitation for Bids	1
2. Bid Form (Proposal)	4
3. Bidding Schedule	6
4. Surety Bond	8
5. No Collusion Affidavit	9
6. Payment of Taxes Affidavit	10
7. Verification of License	11
8. Minority and Women-Owned Business (MBE/WBE) Program	12
9. MBE/WBE Assurances Affidavit	14
10. MBE/WBE Program MBE/WBE Participation Affidavit, Sample	15
11. MBE/WBE Program MBE/WBE Participation Report, Sample	16
12. Contract	17
13. Statutory Payment Bond	20
14. Statutory Performance Bond	21
15. Certificate of Insurance	22
16. Subcontractor Listing	24
17. Construction Special Provisions	SP-1 SP-11
18. Drawings: Guadalupe Road Box Culvert, 12 sheets	Separate



(Area to left
reserved for
Engineer's Seal)

Nicholas P. Karan, P.E.
Chief, Engineering Division

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION TO BID

BID OPENING DATE: October 12, 1989

LOCATION: This project is located on Guadalupe Road, just East of Power Road, in the City of Mesa, Maricopa County, Arizona.

PROPOSED WORK: The work consists of constructing a concrete box culvert, approach roadways and other miscellaneous items of work required for the completion of the project.

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 2:00 p.m. (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.

In order to determine if bidder is entitled to the provisions of A.R.S. Sec. 34-241, all bidders shall submit, as a part of their proposal, an affidavit stating whether or not taxes have been paid for two successive years as provided in A.R.S. Sec. 34-241. The affidavit shall be in the form provided herein.

In the event a bidder challenges compliance with the tax provision, the successful bidder will be required to provide proof of compliance.

CONTRACT TIME:

All work on this Contract is to be completed within one-hundred eighty (180) 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 September 28, 1989 at 10:00 a.m. in the Flood Control District 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 \$12.00 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 \$19.50 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

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1	920	TONS	Untreated Base
2	308	TONS	Asphalt Concrete
3	1,196	C.Y.	Concrete Class "AA"
4	184,540	LBS.	Steel Reinforcement
5	305	FT.	Fencing
6	84	FT.	18" R.G.R.C.P.
7	140	FT.	30" R.G.R.C.P.

PROPOSAL

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

Gentlemen:

The following Proposal is made for constructing FCD Contract 89-55;
Guadalupe Road Box Culvert 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, 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, 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, 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 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 Bond within ten (10) 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 180 calendar days from the effective date specified in the Notice to Proceed, and maintain at all times a Contract Bond, approved by the Board of Directors, in an amount equal to one hundred percent 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 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 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.

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 and subcontractor listing to this Proposal.

BIDDING SCHEDULE

PROJECT: Guadalupe Road Box Culvert

CONTRACT: FCD 89-55

ITEM NO.	APPROXIMATE QUANTITY	UNIT	DESCRIPTION	UNIT COST (IN WRITING) AND /100 DOLLARS	UNIT COST	EXTENDED AMOUNT
1	1	LS	Mobilization	TEN THOUSAND & ⁰⁰ /100 DOLLARS	10,000.-	10,000.-
2	532	CY	Fill Construction	THREE & ⁰⁰ /100 DOLLARS	3.-	1596.-
3	920	TON	Untreated Base	NINE & ⁰⁰ /100 DOLLARS	9.-	8280.-
4	308	TON	Asphalt Concrete	THIRTY TWO & ⁰⁰ /100 DOLLARS	32.-	9856.-
5	4.5	TON	Bituminous Prime Coat	TWO HUNDRED FIFTY & ⁰⁰ /100 DOLLARS	250.-	1125.-
6	1,196	CY	Concrete Class "AA"	TWO HUNDRED FIVE & ⁰⁰ /100 DOLLARS	205.-	245,180.-
7	184,540	LBS	Steel Reinforcement	NO & ⁴⁰ /100 DOLLARS	0.40	73,816.-
8	87	FT	Railing	FIFTY & ⁰⁰ /100 DOLLARS	50.-	4,350.-
9	305	FT	Fencing	TWENTY & ⁰⁰ /100 DOLLARS	20.-	6100.-
10	15	FT	18" R.G.R.C.P.	ONE HUNDRED & ⁰⁰ /100 DOLLARS	100.-	1500.-
11	170	FT	30" R.G.R.C.P.	FIFTY & ⁰⁰ /100 DOLLARS	50.-	8500.-
12	1	LS	Traffic Control	FIVE THOUSAND & ⁰⁰ /100 DOLLARS	5000.-	5,000.-
13	1	LS	Removal of Existing Improvements	TEN THOUSAND & ⁰⁰ /100 DOLLARS	10,000.-	10,000.-
14	190	FT	Corrugated Metal Pipe	THIRTY & ⁰⁰ /100 DOLLARS	30.-	5700.-
15	30	LY	Rip Rap	FOURTY & ⁰⁰ /100 DOLLARS	40.-	1200.-

TOTAL BID AMOUNT: \$ 392,203.⁰⁰

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.

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its proposal for FCD Contract No. 89-55; Guadalupe Road Box Culvert in the County of Maricopa, State of Arizona.

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., 1989.

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-OWNED BUSINESS ENTERPRISE PROGRAM

MBE/WBE PARTICIPATION AFFIDAVIT
(To be submitted within seven calendar days of Notice of Award)

Flood Control District of Maricopa County Contract No. FCD 89-55

1. Intended Minority/Women-Owned Business Enterprise Participation (attach additional papers, if necessary.)

Name of Firm	Principal	Address	Item Number(s) or Work Description	Dollar Value of Subcontract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

MBE/WBE Contract Goal 15% Total Dollar Value of Proposed Subcontract(s) _____
Contract Bid Total _____
Percent of Contract Bid to be Subcontracted _____

2. Substitution

I understand that if a Maricopa County certified MBE/WBE (sub)contractor is unable to perform for any part of the intended work, my company should make sufficient efforts to (sub)contract either the same, or other work to an alternative Maricopa County certified MBE/WBE equal to the amount to attain the MBE/WBE goal and that I must document such efforts.

SAMPLE
Name of Firm _____
Signature _____
Title _____

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

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: Guadalupe Road Box Culvert

Contract Number: FCD 89-55

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 _____, 1989, 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 89-55; Guadalupe Road Box Culvert, 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: 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.

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 _____, 1989, for FCD Contract 89-55; Guadalupe Road Box Culvert, 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 _____, 1989.

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 _____, 1989, for FCD Contract 89-55; Guadalupe Road Box Culvert, 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 _____, 1989.

AGENCY OF RECORD

AGENCY ADDRESS

BOND NUMBER

POWER OF ATTORNEY

SEAL

BY: _____

PRINCIPAL

SEAL

BY: _____

SURETY

SEAL

BY: _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 89-55

PROJECT TITLE Guadalupe Road Box Culvert

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	2,000
	COMPREHENSIVE AUTO <input checked="" type="checkbox"/> LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input checked="" type="checkbox"/> EXCESS LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	3,000
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			STATUTORY each accident	\$100
	<input checked="" type="checkbox"/> OTHER Maricopa County Highway Department and the City of Mesa, Arizona shall also be named as Additional Insured and as a Certificate Holder.				
	<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 the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, MARICOPA COUNTY HIGHWAY DEPARTMENT, AND THE CITY OF MESA or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this Agreement. The Flood Control District of Maricopa County, Maricopa County Highway Department, and the City of Mesa shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the Flood Control District of Maricopa County. The above cost of damages incurred by the Flood Control District of Maricopa County or any of its departments, agencies, officers or employees shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

Firm

Date

Principal

Title

SUBCONTRACTOR LISTING

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) _____

CONSTRUCTION SPECIAL PROVISIONS

MARICOPA COUNTY PROJECT

FOR THE

GUADALUPE ROAD BOX CULVERT

FCD No. 89-55

LOCATION OF THE WORK:

This project is located on Guadalupe Road, just East of Power Road in the City of Mesa, Maricopa County, Arizona.

PROPOSED WORK:

The work consists of constructing a concrete box culvert, approach roadways, and other miscellaneous items of work required for the completion of the project.

SPECIFICATIONS:

The work embraced herein and as shown on the plans for the construction of this project shall be done in accordance with the Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction dated 1979, the MAG Uniform Standard Details for Public Works Construction dated 1979, the Maricopa County Highway Department (MCHD) Supplements to the Uniform Standard Specifications dated August 3, 1981, and the Construction Special Provisions contained herein. The latest published editions, including published revisions thereto of the above described documents shall be included.

WORK STANDARDS:

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

CONTRACT TIME:

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

WATER, LIGHT, POWER, HEAT, TELEPHONE:

All water for construction purposes, drinking water, lighting, temporary electric power, heat and telephone service shall be arranged for and provided for the requirements of the work by the Contractor at his expense.

GENERAL COMMENTS:

A. REMOVAL OF WATER:

1. DIVERTING SURFACE WATER: The Contractor shall build, maintain, and operate all channels, flumes, sumps, and other temporary diversions and/or protective works needed to divert streamflow and other surface water through or around the construction site and away from the construction work while construction is in progress. Unless otherwise specified, a diversion must discharge into the same natural drainageway in which its headworks are located.
2. DIVERSION PLAN: The Contractor shall furnish to the Engineer in writing, his plan for diverting surface water before beginning the construction work for which the diversion is required. Acceptance of this plan will not relieve the Contractor of responsibility for completing the work as specified.
3. DEWATERING THE CONSTRUCTION SITE: Foundations, cutoff trenches, and other parts of the construction site shall be dewatered and kept free of standing water or excessively muddy conditions as needed for proper execution of the construction work. The Contractor shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, wellpoints, and other equipment needed to perform the dewatering as specified. Dewatering methods that cause a loss of fines from foundation areas will not be permitted.
4. DEWATERING PLAN: The Contractor shall furnish to the Engineer in writing, his plan for dewatering before beginning the construction work for which the dewatering is required. Acceptance of this plan will not relieve the Contractor of responsibility for completing the work as specified.

B. MISCELLANEOUS

All desired equals must be approved in writing by 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 pertinent utility companies so that any obstructing utility installation may be adjusted. The contractor is advised that the City of Mesa is preparing plans and specifications for the extension of the Power Road water main from the current termination at Guadalupe Road southerly to Ray Road, this plan having laterals extending easterly at Guadalupe Road.

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.

The Flood Control District 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 District.

It shall be the Contractor's responsibility to protect the structure and construction site from any excessive or detrimental flooding, within the stream right-of-way which may occur during the construction period and until final acceptance of the completed project by the Engineer.

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

No vehicular loads will be permitted on the box culvert before the lapse of twenty-one (21) days from the date of the last pour of concrete for the deck, nor before the concrete attains a compression strength of 3200 psi., unless approval is obtained in writing from the Engineer.

The Contractor shall take special precautions to keep the area around the structures properly barricaded and marked to prevent automotive traffic from running into the channel or crossing the new structures prior to the acceptance of the completed project by the Engineer.

SUBSECTION 101.2 - DEFINITIONS AND TERMS:

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

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

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

SUBSECTION 102.5 - ADDENDA & SUBMISSION OF BIDDING SCHEDULE:

It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addenda have been issued 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 Contractor shall be appropriately licensed as a contractor in the State of Arizona for performing the work in the project.

SUBSECTION 102.6 - SUBCONTRACTORS' LIST:

A list of subcontractors is required for this project.

SECTION 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 included 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 105.2 - PLANS AND SHOP DRAWINGS:

The number of copies of plans/shop drawings required for review and/or approval shall be as follows:

Initial submittal:	Three (3) copies	One (1) copy will be returned to the Contractor
Final submittal:	Five (5) copies	Two (2) copies will be returned to the Contractor.

The MAG phrases "Furnish as Submitted", "Furnish as Noted", and "Revise and Resubmit" shall be changed to read "Approved", "Approved as Noted", and "Not Approved", respectively.

SECTION 105.6 - COOPERATION WITH UTILITIES:

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

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

Flood Control District.....	262-1501
US West Communications.....	831-4647
Salt River Project.....	236-2765
Location Staking (A.P.S., Mtn. Bell, S.R.P.).....	263-1100
Maricopa County Highway Department.....	233-8600
City of Mesa Engineering Permits Dept.....	644-2240

SUBSECTION 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 licensed in the State of Arizona or under the direct supervision of such a surveyor.

The MAG phrase "lines and grades" shall be changed to "the project control line".

SUBSECTION 107.2 - PERMITS:

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

A right of way permit shall be obtained from the City of Mesa (644-2240). The right-of-way permit from the City of Mesa will be at no charge to the Contractor.

A highway encroachment permit shall be obtained by the contractor from Maricopa County Highway Department.

SUBSECTION 108.4 - CONTRACTOR'S CONSTRUCTION SCHEDULE:

The Contractor shall submit his proposed work progress schedule to the Chief Engineer and General Manager for approval at the pre-construction conference.

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

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 by the lump sum as a single complete unit of work.

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work required.

SUBSECTION 201 - CLEARING AND GRUBBING:

The work under this item consists of removal and disposal of all trees, stumps, and other objectionable material within the limits of the roadways and bridge construction as necessary for the construction of this project.

The term "waste" used on the plans means to remove, dispose of off-site, and backfill any resulting trench or similar excavation as an incidental and related item of work.

SUBSECTION 210.2 - IMPORTED BORROW:

Borrow material, riprap stone, mineral aggregate, aggregate base and select materials shall be obtained from commercial sources. The Contractor shall pay all royalties or any other charges or expenses.

No separate payment will be made for borrow excavation. Payment for all work under this section, including watering and compacting, shall be included in SECTION 211 - FILL CONSTRUCTION.

SECTION 211 - FILL CONSTRUCTION:

The work under this section consists of constructing the embankment for approach roadways. The material required for the construction of the fill shall be suitable material free of all debris and vegetation.

SUBSECTION 211.3 - COMPACTING:

Prior to the placement of fill material all loose soil, vegetation, any roadside debris existing pavement, and existing structures within the proposed fill areas shall be completely removed. Depressions and ditches shall be cleaned of all loose or wet soils and widened to accommodate compaction equipment. Sloping surfaces shall be benched to provide a level surface for fill placement.

All exposed subgrade surfaces shall be scarified, brought to the proper moisture content and compacted for a minimum depth of eight (8) inches.

The fill shall be compacted in horizontal lifts to subbase level. The depth of the uncompacted lifts shall not exceed eight (8) inches.

Compaction shall be to a minimum of 95% of the maximum density as determined in accordance with AASHTO T-99, Method A. Field density tests shall be made in accordance with AASHTO T-191 or ASTM D-2922 and D-3017. The soil moisture content range shall be within 3%, plus or minus, of optimum moisture.

SECTION 225 - WATERING:

The work under this item shall be in accordance with Section 225 of Uniform Standard Specifications and Maricopa County Highway Department Supplement. (Included in item 211 - Fill Construction)

SUBSECTION 301.8 - PAYMENT:

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

SUBSECTION 310.1 - DESCRIPTION:

Select Material shall be Type "A".

SUBSECTION 315.2 - MATERIALS:

The bituminous prime coat material shall be Grade MC-70 or MC-250 liquid asphalt as determined by the Engineer.

SECTION 321 - ASPHALT CONCRETE:

The bituminous material to be used shall be either AC-20 or AC-40 complying with Table 711-1 of the Uniform Standard Specifications.

The mineral aggregate shall meet the grading requirements for Mix Designation C-3/4 in accordance with Section 710 of the Uniform Standard Specifications.

SUBSECTION 336.5 - PAYMENTS:

Costs for this work shall be incidental to the pavement construction.

SECTION 350 - REMOVAL OF EXISTING IMPROVEMENTS:

The work under this item shall consist of the removal and disposal of existing pavement, and any other 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.

Arrangements for disposal of all waste material shall be the responsibility of the Contractor, except that all usable pipe culvert removed shall be stockpiled within the right-of-way for salvage by the District.

If a Maricopa County landfill is selected for disposition of road construction waste and/or debris, a Maricopa County Landfill Use Permit will be required. Application for permit can be made at the Maricopa County Landfill Office, located at 3325 West Durango Street, Phoenix, Arizona 85009 (Telephone 269-2661). Charges will be levied on a volume basis for each load delivered to the landfill in accordance with the current fee schedule. The nearest County landfill to this project is Queen Creek located on Haws Road, one-half mile south of Chandler Heights Road.

Payment for this item will be made on a lump sum bid price which shall be full compensation for the item complete, as described in Section 350 of the Standard Specifications and on the plans.

SECTION 401 - TRAFFIC CONTROL:

Traffic control shall conform to the applicable paragraphs of Section 401 of the MAG Uniform Standard Specifications with revisions, the County Supplement thereto and these Special Provisions.

The Maricopa County Traffic Engineer or his representative shall approve the Contractor's barricade and traffic routing plan. For bid purposes, a preliminary traffic control plan has been prepared and included in the plan set. The contractor may either use this plan as a base on which to develop his working plan or provide a new plan for consideration. In either case, the working plan must be submitted to the Highway Department and receive their approval of the traffic control plan prior to beginning field operations. The Contractor shall provide a copy of the detailed traffic control plan (working plan submitted to the Highway Department) to the DISTRICT at the pre-construction conference. The plan shall show all types of signs, sand berms, and their placement.

The number and kind of barricades, signs, delineators, barriers, and all other 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 workmen, and the traveling public.

All advance warning construction signs shall be mounted on channels driven into the ground.

The road closure of Guadalupe Road east of Power Road has been authorized for 180 days beginning with the Notice to Proceed date and extending through the contract time period. The Contractor shall provide all signing to keep traffic out of the construction area. No paint striping shall be used on existing pavement and striping tape properly installed shall be used. See Figure 6-2 in the Manual on Uniform Traffic Control Devices.

No road closure has been authorized on Power Road. Existing lanes of traffic in each direction shall be maintained at all times.

The Contractor shall install and maintain protective sand berms (approximately five feet high) in the path of through traffic and on either side of the construction work area prior to box culvert construction or excavation.

All necessary signs, barricades, and center line vertical panels shall remain, three working days beyond acceptance of the project by the Engineer.

SECTION 505 - CONCRETE STRUCTURES:

The work under this section consists of constructing in place the concrete box culvert in accordance with the plans and Section 505 of the Uniform Standard Specifications.

The concrete shall conform to Section 725 (Class AA) and the reinforcing steel shall conform to Section 727 (Grade 60) of the Uniform Standard Specifications.

The use of fly ash will be permitted in all concrete mixes.

SECTION 602 - ENCASMENT OF WATER OR SEWER PIPE BY JACKING OR TUNNELING OPERATIONS:

The steel casing pipe penetrating the box section shall conform to applicable portions of this section, deleting any reference to installation by jacking or tunneling and to providing grout connections since only the ends of the casing will be grouted. The steel casing shall have a minimum wall thickness of 3/4 inch. The outer surface of this pipe shall be painted with materials and methods of application conforming to MAG Section 530.

Other steel conduit installed beneath the box culvert shall be of materials and size specified on the plans with such conduit not being required to be painted.

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

SUBSECTION 602.6 - CARRIER PIPE PLACEMENT:

The carrier pipe installed in the metal casing shall conform to the requirements of the applicable pipe specifications. The carrier pipe shall be installed in the casing to the line and grade shown on the plans. The pipe shall be supported on strapped skids as shown on the plans. After the carrier pipe has been installed in the casing, the intervening annular space between the carrier pipe and the casing pipe at its ends shall be plugged with a minimum thickness of grout. The grout material shall be "Fine Grout" as defined by MAG Section 776.

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

SECTION 615 - SEWER LINE CONSTRUCTION:

Payment for all work and related items shall be included as incidental work to the Concrete, Class AA bid item.

The Contractor shall make provisions for odor control whenever bypassing or other temporary construction to an existing sanitary sewer line is in use. The method and/or materials used in such control shall conform to applicable EPA and/or OSHA standards. The Contractor shall be responsible for maintaining the sewer by-pass line while in use and the subsequent removal when no longer required.

SUBSECTION 615.1 - DESCRIPTION:

Materials to be used shall conform to MAG Section 750.

SUBSECTION 618.2 - MATERIALS:

Materials to be used shall conform to MAG Section 735 and have Rubber Gasket Joints per MAG Section 765.

Furnishing and placing filter material, fitting, collars, bands, and the joining of new and existing pipes shall be considered as incidental to the bid work.

SUBSECTION 735.1 - GENERAL:

All installed pipe shall conform to ASTM C-76, Class III (Rubber Gasket) conforming to the requirements of Section 735 and 765 of the Uniform Standard Specifications. The basis of pipe acceptance shall be in accordance with test methods described in ASTM Standard C 76, section 5.1.1.

SECTION 745 - PVC SEWER PIPE AND FITTINGS:

PVC sewer pipe shall be SDR-35 sewer pipe and shall conform to Section 745 of the Uniform Standard Specifications as published by the Maricopa Association of Governments and amended by the City of Mesa.

No separate payment will be made for PVC sewer pipe and fittings and the cost thereof shall be included in the price bid for related items of work.

SECTION 750 - IRON WATER PIPE AND FITTINGS:

The requirements of this section shall also apply to ductile iron pipe used for sanitary sewer piping.

SUBSECTION 750.2 - DUCTILE IRON WATER PIPE:

Ductile iron pipe shall be Class 54 with mechanical joints. The ductile iron pipe used for sewer line shall have a polyethylene lining conforming to the requirements of ASTM Standard D 1248, Class C, fused on, 20 mil minimum thickness.

Pipe not contained within the encasement pipe shall be protected with a polyethylene tube type encasement corrosion protection conforming to MAG Section 610.5

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

SUBSECTION 760.2 - MATERIALS:

Pipe coatings shall conform to Type A of AASHTO M190.

SUBSECTION 790.3 - PAINT COATS:

The number of paint coats shall be two, allowing for a minimum of twenty-four (24) hours between applications. The finished paint thickness of the applied coats shall be three (3) mils.

SUBSECTION 790.5 - MIXED PAINTS:

Each paint coat shall consist of Paint No. 1-D.

SECTION 800 - POLYVINYL CHLORIDE (PVC) PIPING:

SUBSECTION 800.1 - DESCRIPTION:

Plastic pipe and fittings shall conform to the Section 808 of the ADOT Standard Specifications.