

CONSTRUCTION SPECIFICATIONS

FOR

PHOENIX COUNTY DAY SCHOOL PEDESTRIAN BRIDGE  
OVER CUDIA CITY WASH SEDIMENT BASIN

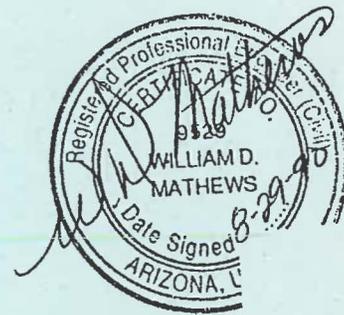
FCD CONTRACT NO. 90-21

CONSTRUCTION SPECIAL PROVISIONS

Prepared By:

MATHEWS, KESSLER, & ASSOCIATES, INC.  
4045 East McDowell Road  
Phoenix, Arizona 85008

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



(Engineer's Seal)

PREPARED FOR:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Recommended By: Nick Karan Date: 8-29-90  
Nicholas P. Karan, P.E., Chief  
Engineering Division

Approved By: Stanley L. Smith Jr. Date: 8-30-90  
STANLEY L. SMITH JR., P.E.  
DEPUTY CHIEF ENGINEER  
D.E. Sagramoso, P.E.  
Chief Engineer and General Manager

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

A118.505

**Minutes of Pre-Bid Meeting**

**Phoenix Country Day School Pedestrian Bridge Over Cudia City Wash Sediment Basin**

**September 13, 1990, 10 am.**

**Attendance Roster is attached.**

**It was pointed out that the Construction Special Provisions require that girder placement be done on weekends to minimize disruption to the School.**

**A question was asked about the quantity of colored admixture required to achieve the color called for in the Construction Special Provisions. Ed Raleigh, with the Flood Control District, checked with the resident office of the Corps of Engineers, and the Corps indicated that their contractor was achieving the desired color results (the same as we are trying to achieve) by adding 3.25 pounds dry weight of powdered colored admixture per 100 pounds of cement.**

**A second question was asked about the required certification for tie rod tensioning called out on page 10 of 11 under Section 506 of the Construction Special Provisions. A certification from the Contractor will be acceptable.**

**No further questions were asked.**













BID SUMMARY & CHECK LIST

Phoenix Country Day School  
 PROJECT: Pedestrian Bridge CONTRACT FCD: 90-21 DATE: 9/20/90

FCD Personnel in attendance:

NAME	<i>RG Johnson</i>	<i>MAC</i>	<i>PCL</i>	<i>Royden</i>	<i>JWT</i>	<i>Hunter</i>	<i>Mungus</i>	<i>Howell</i>
Item								
Bid Form								
Addenda Noted								
Schedule Complete								
No Exceptions								
Changes Initialed								
Proposal Signed								
Surety Bond								
No Collusion Affidavit								
Tax Payment Affidavit								
License Verification								
MBE/WBE Participation								
Total Contract	<u>167,936.53</u>	197,124.06	204,721.50	172,756.50	219,668.20	226,493.22	266,382.80	176,900.00

Engineers Estimate \$ 193,227.30

CONSTRUCTION SPECIFICATIONS

FOR

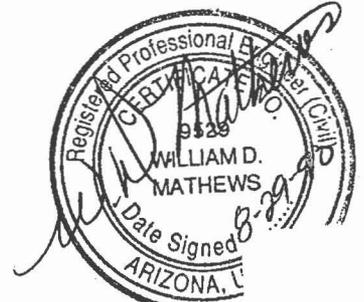
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SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979 AND  
REVISIONS AND SUPPLEMENTS THERETO.

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.

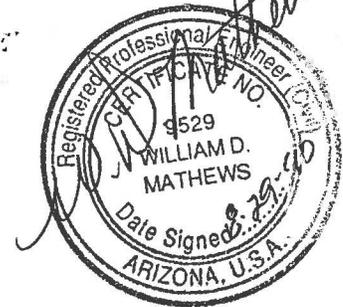
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
FCD CONTRACT 90-21

PHOENIX COUNTRY DAY SCHOOL PEDESTRIAN BRIDGE  
OVER CUDIA CITY WASH SEDIMENT BASIN

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17. Drawings: Phoenix Country Day School Pedestrian Bridge, 11 Plan Sheets	Separate

(Area to left  
reserved for  
Engineer's Seal)



FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
INVITATION TO BID

BID OPENING DATE: September 20, 1990

LOCATION:

This project is located in Paradise Valley, Arizona, at the Phoenix Country Day School which is west of 40th Street and south of Stanford Drive.

PROPOSED WORK:

The work consists of construction of a 3 span concrete pedestrian bridge across the Cudia City Wash sediment basin.

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.

CONTRACT TIME:

All work on this Contract is to be completed within ninety (90) calendar days after date of Notice to Proceed.

MBE/WBE PARTICIPATION:

For this project, a goal of ten (10) 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 13, 1990 at 10:00 a.m. in the Flood Control District conference room, 3335 West 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>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
9	EA	Prestressed Concrete Box Girders (48" x 33")
96	CY	3,000 psi Concrete
10,833	LBS	Reinforcement Steel
480	LF	Steel Picket Fence

PROPOSAL

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

Gentlemen:

The following Proposal is made for constructing FCD Contract 90-21; Phoenix Country Day School Pedestrian Bridge Over Cudia City Wash Sediment Basin in the County of Maricopa, State of Arizona.

The following Proposal is made on behalf of

---

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

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

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

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

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

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Sureties within five (5) days of receipt of Notice of Proposal acceptance, **TIME BEING OF THE ESSENCE**. The Undersigned further proposes to begin work as specified in the Contract attached hereto, and to complete the work within 90 calendar days from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors, each in an amount equal to one hundred percent of the contract amount. This Bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bonds and Sureties to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled.

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

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

Addendum No. _____	Dated _____

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

**BIDDING SCHEDULE**

**PROJECT:** Pedestrian Bridge at Phoenix County Day School

**CONTRACT:** FCD 90-21

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT COST (IN WRITING) AND /100 DOLLARS	UNIT COST (NUMBERS)	EXTENDED AMOUNT
206-1	Structure Excavation and Backfill	1	LS			
505-1	Class 'A' Concrete	96	CY			
505-2	Reinforcing Steel	10,833	LB			
506-1	AASHTO Girder BI-48" (48"x33")	9	EA			
520-1	Pedestrian Handrail	480	LF			
16000-1	2" Conduit	1,070	LF			
16000-2	3/4" Conduit	120	LF			
16000-3	Bridge Electrical Embedments	1	LS			
16000-4	Bridge Light Fixtures	13	EA			
16000-5	Bridge Lighting Controls	1	LS			
16000-6	Fire Alarm Feeder Cable	1	LS			
16000-7	Telephone Cable	1	LS			

**TOTAL BID AMOUNT:** \_\_\_\_\_

IF BY AN INDIVIDUAL:

\_\_\_\_\_  
(NAME - TITLE) (ADDRESS)  
DATE \_\_\_\_\_  
(PHONE)

IF BY A FIRM OR PARTNERSHIP:

\_\_\_\_\_  
(FIRM NAME) (FIRM ADDRESS)  
BY: \_\_\_\_\_ DATE \_\_\_\_\_  
(NAME - TITLE) (PHONE)

\*\* Name and Address of Each Member:

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

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

IF BY A CORPORATION:

\_\_\_\_\_  
(CORPORATE NAME) (CORPORATION ADDRESS)  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(PHONE)

TITLE: \_\_\_\_\_

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

Names and Addresses of Officers:

\_\_\_\_\_  
(PRESIDENT) (ADDRESS)  
\_\_\_\_\_  
(SECRETARY) (ADDRESS)  
\_\_\_\_\_  
(TREASURER) (ADDRESS)

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

SUBCONTRACTOR LISTING

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

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(Signature) \_\_\_\_\_

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its proposal for FCD Contract 90-21; Phoenix Country Day School Pedestrian Bridge Over Cudia City Wash Sediment Basin, 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., 1990.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

Witness:  
  
\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

Witness:  
  
\_\_\_\_\_



VERIFICATION OF LICENSE

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

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

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

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

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

DATE: \_\_\_\_\_ SIGNATURE OF LICENSEE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM

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

6. MBE/WBE Suppliers:

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

B. Required forms:

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

C. Requests for Pay:

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

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

MBE/WBE PARTICIPATION ASSURANCES  
AFFIDAVIT

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

\_\_\_\_\_  
(the entity submitting the bid)

(CHECK ONE)

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

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

\_\_\_\_\_ Will not participate in the MBE/WBE Program.

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name of Prime Contractor

FCD 90-21

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Total Amount of Contract

\_\_\_\_\_  
Street No.

\_\_\_\_\_  
City State Zip

Minority/Women-owned Firm

Principal

Address

Type of Work

Subcontract Amount

<u>Minority/Women-owned Firm</u>	<u>Principal</u>	<u>Address</u>	<u>Type of Work</u>	<u>Subcontract Amount</u>

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

FCD Contract 90-21

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: Phoenix Country Day School Pedestrian  
Bridge Over Cudia City Wash Sed. Basin  
Contract Number: 90-21  
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, %: 10  
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 \_\_\_\_\_, 1990, by and between FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called the OWNER, acting by and through its BOARD OF DIRECTORS, and

\_\_\_\_\_ hereinafter called the CONTRACTOR.

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

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall construct, and complete in a workmanlike and substantial manner and to the satisfaction of the Chief Engineer and General Manager, a project for the Flood Control District of Maricopa County, designated as FCD Contract 90-21; Phoenix Country Day School Pedestrian Bridge Over Cudia City Wash Sediment Basin, and furnish at his own cost and expense all necessary machinery, equipment, tools, apparatus, materials, and labor to complete the work in the most substantial and workmanlike manner according to the Plans and Construction Specifications on file with the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, and such modifications of the same and other directions that may be made by the Flood Control District of Maricopa County as provided herein.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
PARTY OF THE FIRST PART      FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
\_\_\_\_\_  
PARTY OF THE SECOND PART

BY: \_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF DIRECTORS

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
Title  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

RECOMMENDED BY:

\_\_\_\_\_  
CHIEF ENGINEER AND GENERAL MANAGER  
FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

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 \_\_\_\_\_, 1990, for FCD Contract 90-21; Phoenix Country Day School Pedestrian Bridge Over Cudia City Wash Sediment Basin, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

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

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

BOND NUMBER. \_\_\_\_\_

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

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

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

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

WHEREAS, the Principal has entered into a certain written contract with Flood Control District of Maricopa County, dated the \_\_\_\_ day of \_\_\_\_\_, 1990, for FCD Contract 90-21; Phoenix Country Day School Pedestrian Bridge Over Cudia City Wash Sediment Basin, 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 \_\_\_\_\_, 1990.

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

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

\_\_\_\_\_  
BOND NUMBER

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

SEAL

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

\_\_\_\_\_  
PRINCIPAL

SEAL

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

\_\_\_\_\_  
SURETY

SEAL

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

**CERTIFICATE OF INSURANCE**

CONTRACT FCD 90-21

PROJECT TITLE Phoenix Country Day School Pedestrian Bridge

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000	
				MINIMUM	each occurrence
	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  PROPERTY DAMAGE each occurrence	Combined Single Limit <hr/> 5,000
	COMPREHENSIVE AUTO <input checked="" type="checkbox"/> LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input type="checkbox"/> EXCESS LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			STATUTORY each accident	\$100
	<input type="checkbox"/> OTHER				
	<input checked="" type="checkbox"/> OTHER In addition to the Flood Control District of Maricopa County, Maricopa County, Mathews, Kessler & Assoc., Inc., Plmmer Hasan & Assoc. and Phoenix County Day School shall be named as additional insureds.				

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, MATHEWS, KESSLER & ASSOCIATES, INC., PLUMMER HASAN & ASSOCIATES, PHOENIX COUNTRY DAY SCHOOL 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, Mathews, Kessler & Associates, Inc., Plummer Hasan & Associates, and the Phoenix Country Day School shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the Flood Control District of Maricopa County, Maricopa County, Mathews, Kessler & Associates, Inc., Plummer Hasan & Associates, and the Phoenix Country Day School. The above cost of damages incurred by the Flood Control District of Maricopa County, Maricopa County, Mathews, Kessler & Associates, Inc., Plummer Hasan & Associates, and the Phoenix Country Day School or any of its departments, agencies, officers or employees, or others aforesaid shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal  
\_\_\_\_\_

CONSTRUCTION SPECIAL PROVISIONS  
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
FCD CONTRACT NO. 90-21  
FOR  
PHOENIX COUNTRY DAY SCHOOL PEDESTRIAN BRIDGE

**PROPOSED WORK:** The work consists of construction of a 3-span concrete pedestrian bridge across the Cudia City Wash Sediment Basin.

**LOCATION OF WORK:** This project is located in Paradise Valley, Arizona, at the Phoenix Country Day School which is west of 40th Street and south of Stanford Drive.

**A. SPECIFICATIONS:** The work embraced herein and as shown on the plans for the construction of this project shall be done in accordance with the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction dated 1979 and the current revisions thereto, and the Construction Special Provisions contained herein and City of Phoenix 1986 Supplement to the MAG Uniform Standard Specifications.

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

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

**CONTRACT TIME:** The Contractor shall commence work within seven (7) calendar days after the date of the Notice to Proceed and complete all work within ninety (90) calendar days after receipt of the Notice to Proceed.

\*\*\*\*\*  
In the event the Contractor elects to schedule overtime, second shifts, weekend work, not required by the Project Plans and these Special Provisions in order to complete the project, the Contractor is reminded that the costs associated with additional testing time, additional test cost, additional inspection, survey, engineering or other work by the construction administration and/or the Flood Control District of Maricopa County shall be borne by the Contractor. These costs shall be deducted from the money due to the Contractor by the Flood Control District of Maricopa County. The cost associated with the items above shall be incidental to the unit price of items in the bid schedule.  
\*\*\*\*\*

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

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

**PROGRESS SCHEDULE:** The Contractor shall submit his proposed work progress schedule to the Engineer for approval before starting the work. Weekly updates to the schedule shall be submitted to the inspector at the weekly coordination meeting.

**MATERIAL SOURCES:** Concrete, Aggregate Base, Steel Products and Pipe 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.

**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 (FCDMC) acting directly or through his authorized representative.

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

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

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

**SECTION 102.4 - EXAMINATION OF SITE:** The contractor shall visit the site and be familiar with the existing conditions and the proposed construction items of special note.

1. It is anticipated that concurrent with this project's schedule, Arizona Canal Diversion Channel (ACDC) Reach 4 will also be under construction. The Contractor shall coordinate with the Resident Engineer and Construction Superintendent in order to avoid any conflict in work area, schedule, and traffic control. Contact Neal Erwin, Corps of Engineers, 379-3023 to coordinate this work.

**SECTION 102.5 - PREPARATION OF PROPOSAL:** The bidder's Arizona State Contractor's license number and classifications shall be shown on the proposal. The Contractor shall be appropriately licensed as a Contractor in the State of Arizona for performing the work in 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 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.

**SUB-SECTION 103.6.1 (D):** Add additional insureds as indicated on the included Certificate of Insurance.

**SUB-SECTION 103.6.2:** The Contractor's indemnification shall conform to the indemnification agreement included with the Contract.

**SECTION 104 - SCOPE OF WORK:** 104.2.1 General: 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.

**SECTION 104.1.2 - TRAFFIC REGULATIONS:**

- A. The following shall be considered major streets:
  - 40th Street
  - Stanford Drive
- B. All traffic and/or traffic control devices on this project shall be provided, maintained and/or controlled as specified in the City of Phoenix Traffic Barricade Manual, latest revision.
- C. Permission to restrict City streets, sidewalks, and alleys (street closure permits) shall be requested as specified in Section III of the Traffic Barricade Manual.
- D. All traffic on this project shall be regulated as specified in Section IV of the Traffic Barricade Manual.

**SECTION 104.2 - BORING LOGS AND SOILS REPORT:** The soil boring logs are included in the project for the Contractor's information only. No guarantee is made of the accuracy of the boring logs in the soils report. The Contractor shall make his own determination as to soil and subsurface conditions and shall complete his work in whatever material and under whatever condition he may encounter or create, without extra cost (except as modified in MAG). Existing moisture conditions shall be no basis for claim for additional monies or time extensions. The Contractor shall manipulate the existing soil as required to achieve stable soil conditions and the required densities.

**SUBSECTION 105.2 - PLANS AND SHOP DRAWINGS:** Subsection 105.2 of the MAG Standard Specifications is amended to include the following:

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: Seven (7) copies. Two (2) copies will be returned to the Contractor.

The Contractor shall furnish the Engineer with these copies of shop drawings, manufacturer's catalog data, and detailed information, in sufficient detail to show completed compliance with all specified requirements, covering, but not limited to, the following items:

- A. Reinforcing Steel
- B. Concrete Mix Designs
- C. Precast Girders
- D. Metal Railing
- E. Structural Design Calculations and Details for All Concrete Structures, as required.
- F. Utility Protection Plans
- G. Detailed Sequence of Construction for Structures

Review: The Contractor, at his own expense, shall make such changes in the drawings as may be necessary to conform to the plans and specifications. Prior to return of such drawings, marked "Approved" or "Approved as Noted", any work which the Contractor may do on the fabrications covered by the same shall be at his own risk, as the FCDMC will not be responsible for any expense or delays incurred by the Contractor for changes required to make the same conform to the drawings as finally reviewed.

One copy of submitted drawings will be returned to the Contractor marked "Approved", "Approved as Noted" or "Not Approved". If the submittal is marked "Not Approved", a new submittal shall be made in the same manner as the original submittal. All drawings will be reviewed and returned to the Contractor within 14 days.

When submitted for the Engineer's review, shop drawings, line layouts, etc. shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings, etc. and that they are in conformance with the requirements of the Contract Documents. The Engineer will not review any submittals which do not bear the Contractor's certification.

After the review has been completed, the above drawings, lists, samples, design calculations, and other data shall become part of the Contract documents, and the fabrications furnished shall conform to the submittal.

Review of material and layout drawings consists of review for general conformity to plans and specifications, and in no way relieves the Contractor or the supplier from responsibility for the correctness of the drawings.

Deviations or changes from plans or specifications must be called out as such and will require review by the Engineer for approval or rejection.

Construction of this project shall not begin until the shop drawings and line layouts have been reviewed and approved.

Corrections required on the shop drawings will not constitute a valid reason for delay in the project schedule.

**SECTION 105.6 - COOPERATION WITH UTILITIES:** An attempt has been made to determine the locations of all underground utilities and drainage pipes, culverts, and structures. The Contractor shall comply with the requirements of the ARS 40-360-21 through 40-360-29 in notification to the interested utility owners prior to the start of construction and shall ascertain the approximate locations of the various underground utilities shown on the plans and as may be brought to his attention. The exact locations of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. 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.

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 following phone numbers, as indicated, should place the Contractor in contact with proper personnel:

U.S. West Communications, Curt Sayer.....	831-4777
Salt River Project (Overhead Power), Chuck Hughes.....	236-2090
S.R.P. Water Operational Support, Tim Phillips.....	236-2956
Arizona Public Service, Lois Winkler.....	271-2014
Location Staking (APS, Mountain Bell, SRP).....	263-1100
City of Phoenix, Water & Waste Water, Jerry Arakaki.....	261-8229
Streets & Traffic.....	262-6565
Flood Control District of Maricopa County.....	262-1501
Southwest Gas Corporation, Ron Morency.....	484-5306
Dimension Cable Services, John Barnett.....	866-0072..Ext. 361
Town of Paradise Valley, Bill Meade.....	948-7412
Phoenix Country Day School, Richard McKinley.....	955-8200

The Contractor shall notify the appropriate entities at the beginning of the job to coordinate any sleeves or inserts provided by the utility.

**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 to the plans and specifications.

Survey work shall be performed by a qualified and experienced surveyor under the supervision of a licensed land surveyor or licensed Civil Engineer and/or their bona fide employees working under their direct supervision.

The Contractor shall furnish field books to be used for recording survey data and field notes. These books shall be available for inspection by the Engineer at any time and shall become the property of the Engineer upon completion of the work.

The Engineer reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the Engineer's opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, he will order any or all of the staking and layout work redone at no additional cost.

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

**SECTION 105.10 - INSPECTION OF WORK:** Work will be subject to final acceptance by the Phoenix Country Day School prior to final acceptance by the Engineer.

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

#### **SECTION 106 - CONTROL OF MATERIALS**

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

#### **SECTION 106.3 - PLANT INSPECTION**

**Off-Site Inspection:** The Contractor shall be responsible for all expenses, including but not limited to travel and per diem expenses, for required inspections by the Engineer and/or the cost of inspection and testing by an independent testing laboratory as required by and at the discretion of the Engineer for any inspection of precast concrete girders manufactured outside of a fifty-mile radius from the City limits of Phoenix, Arizona.

Costs associated with the above work will be deducted from the money due the Contractor.

Within a fifty mile radius from the City limits of Phoenix, Arizona, costs for inspection of precast concrete girders shall be included in the regular construction contract of the Inspector.

**SECTION 106.5 - CONTRACTOR'S MARSHALING YARDS:** The Contractor shall obtain approval of the Engineer when using vacant property to park and service equipment and store material for use.

- A. The Contractor shall notify adjacent property owners/residents of this proposed use.
- B. Any use of vacant property adjacent to or near the project for parking or servicing equipment and/or storing material will require the Contractor to obtain written approval from the property owner. This approval shall contain any requirements which are a condition of this approval.
- C. A signed letter with the property owner's approval shall be submitted along with the Contractor's request to the Engineer for approval for use of the marshaling yard in connection with the project. An appropriate distance from adjacent property will be set by the Engineer on a case by case basis, based on the size and type of equipment to be used on the project.
- D. The yard shall be fenced and adequately dust-proofed in a manner as to preclude tracking of mud onto paved City streets.
- E. Work in the yard shall be scheduled so as to comply with the City Noise Ordinance.
- F. Equipment, materials, etc. shall be located so as to minimize impact on adjacent properties. A sound barrier may be required if deemed necessary by the Engineer.
- G. The Contractor shall clean up property promptly upon completion of the use.
- H. Contractor's request for approval shall specify in detail how he or she proposes to comply with D through G above.

In the event the Contractor uses Flood Control Property for these uses, he shall obtain a license from FCDMC.

**107.2 - PERMITS:** The Contractor shall be responsible for obtaining all permits and licenses, paying all charges, fees, taxes, and giving all notices necessary and incidental to the due and lawful execution 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.

**SUBSECTION 107.5 - SAFETY, HEALTH AND SANITATION PROVISIONS:**

**SUBSECTION 107.5.2 - COMPLIANCE WITH THE ARIZONA HAZARD COMMUNICATION STANDARD:** The Owner will provide the Contractor with Material Safety Data Sheets (MSDS) for any products known to exist on the site that have physical hazards or are deemed health hazards.

The Contractor will provide a copy of Owner-provided MSDS to all subcontractors.

The Contractor will provide the Owner and all subcontractors with MSDS for any products that have physical hazards or are deemed health hazards that will be brought onto the site or created on the site by either the Contractor or by any subcontractors.

The Contractor will provide the Owner with a statement certifying that all personnel (Contractor and subcontractor) employed by the Contractor or by a subcontractor on the job site have received the required Hazard Communication Standard training.

**SECTION 107.6 - PUBLIC CONVENIENCE AND SAFETY:** The contractor shall completely enclose the Bridge Work Site with protective fencing. The work area so enclosed shall be large enough to conduct all bridge construction operations, store all construction materials and park all vehicles. The location of the fence shall be approved by the Contract Administrator prior to erection. All utility work outside the fenced bridge area shall be scheduled to prevent service interruptions during normal hours of operating. The contractor shall minimize the time trenches are left open.

Concrete box girders shall be placed only during weekends so as to minimize disruption to the operation of Phoenix Country Day School.

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

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

**SECTION 201 - CLEARING AND GRUBBING:** The work under this item shall be in accordance with Section 201 of the MAG Standard Specifications. No special payment will be made for removal of trees regardless of size. Existing vegetation will be removed only as necessary to accomplish the work shown on the plans.

**SECTION 206 - STRUCTURE EXCAVATION AND BACKFILL:** Structure excavation and backfill shall conform to Section 206 of the MAG Standard Specifications.

Structure backfill behind the abutments shall be compacted in accordance with Table 601-2, Type III and Section 211.4 of the MAG Standard Specifications.

Payment for all work under this section will be made on a lump sum basis for Bid Item 206.1.

**SECTION 211 - FILL CONSTRUCTION:** The work under this item shall conform to Section 211 of the MAG Standard Specifications. Fill shall be placed under and adjacent to the bridge approach slabs as required to obtain the indicated grades. The material which may be obtained from the Channel area between bridge abutments shall be free of all debris and vegetation.

Payment for all work under this section shall be considered as incidental to bridge construction and no separate payment shall be made.

**SECTION 225 - WATERING:** The work under this item shall be in accordance with section 225 of the MAG Standard Specifications. Maricopa County Highway Department Supplement to the Uniform Standard Specification for Section 225 shall not apply.

**SECTION 301 - SUBGRADE PREPARATION:** The work under this item shall be in accordance with Section 301 of the MAG Standard Specifications. Subgrade preparation shall be considered incidental to construction and no separate payment shall be made for this item.

**SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT:** The work under this item shall conform to Section 336 of the MAG Standard Specifications. Surfacing replacement shall be considered as incidental to the pertinent construction and no separate payment shall be made.

**SECTION 505 - CONCRETE BRIDGE STRUCTURE:** The work under this section shall consist of furnishing all labor, materials and equipment for the construction of the cast-in-place concrete portions of the bridge structure, including the approach slabs, in accordance with the plans and Section 505 of the MAG Standard Specifications, and these Construction Special Provisions.

**General:** It shall be the Contractor's responsibility to protect the structure and construction site from damage that may occur during the construction period and until final acceptance of the completed bridge by the Flood Control District.

All exposed concrete (including the precast pedestrian handrail posts) shall be color pigmented except for the following: AASHTO girders, BI-48" (48" x 33"); concrete topping; and approach slabs. Colors of pigmented concrete shall conform to Munsell Color Number 10YR5/3 with respect to hue, value and chroma. Color admixture for concrete shall be the product of a manufacturer regularly engaged in the production of colored admixtures for concrete, and shall have a history of at least 2 years of use of the material in a similar environment without substantial fading or deleterious effects on the structural qualities of the concrete. Color admixture must be capable of evenly distributing the color throughout the concrete without segregation or causing irregular concentration of color. Curing of pigmented concrete shall be accomplished in a manner which will prevent staining or other alterations of the intended coloring.

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

The installation of any necessary conduits, brackets, bollards, etc. as shown on the plans and structural steel items embedded in the concrete are incidental to concrete unit prices.

Payment for all work under this section will be made at the unit price bid per cubic yard for ITEM 505-1 CLASS 'A' CONCRETE and unit price bid per pound for ITEM 505-2 - REINFORCING STEEL.

No separate payment will be made for reinforcing steel Grade 40 and Grade 60.

**SECTION 506 - PRECAST PRESTRESSED CONCRETE MEMBERS:** The work under this section shall consist of furnishing and erecting the bridge girders as shown on the plans and in accordance with AASHTO Standard Specifications for Highway Bridges dated 1989.

All materials and construction of prestressed bridge girders shall conform to Section 506 of the MAG Standard Specifications, except as modified by these Construction Special Provisions.

Portland Cement Concrete for Prestressed Girders shall conform to the MAG Standard Specifications, and these Construction Special Provisions.

$$f'c = 5,300 \text{ psi}$$

The elastomeric bearing pads shall meet the requirements of Elastomeric Bearings of the AASHTO Standard Specifications for Highway Bridges dated 1989 (revised to date).

The Contractor shall submit mix designs or Manufacturer's literature for high-strength grout to be used in keyways between deck units and for filling of tie rod pockets to the Engineer for review.

Tie rods shall be tensioned as specified on bridge drawings. The Contractor shall provide properly calibrated equipment for this purpose, and upon completion shall submit certification that proper tension was achieved.

No separate payment will be made for the elastomeric bearing pads, structural steel, anchor bolts, prestressing or post-tensioning steel, reinforcing steel or other embedded items necessary to the furnishing of the girders complete-in-place.

Payment will be made at the unit price bid per each for:

**ITEM 506-1 - AASHTO GIRDER BI-48" (48" x 33")**

**SECTION 520 - PEDESTRIAN HANDRAIL:** The work under this section consists of the construction of a pedestrian rail on the bridge deck as shown on the plans in accordance with Section 520 of the MAG Standard Specifications.. The metal railing shall be painted with #4 paint after fabrication in accordance with Section 530 and 790 of the Standard Specifications.

Payment for this item will be made at the contract unit price bid per lineal foot for **ITEM 520-1 - PEDESTRIAN HANDRAIL.**

**SECTION 16000 - ELECTRICAL WORK:** All electrical and related installations shall be accomplished in accordance with the construction plans and applicable governing codes.

16000-1 - 2" CONDUIT and 16000-2 - 3/4" CONDUIT: These pay items shall be measured as the horizontal distances between structures along the trench centerline (i.e.; Exterior face of classroom building opposite junction box in Janitor's closet (east side of wash) to face of bridge opposite appropriate junction box). Payment shall include all costs associated with the installation, including but not limited to: trenching, backfill, surface restoration, intermediate pull boxes, conduit, pullwire or conductors, and plastic marking tape. Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6-inches wide with minimum thickness of 0.0004 inch. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion. Tape color shall be as specified in TABLE 1 and shall bear a continuous printed inscription describing the specific utility. The Contractor shall submit two (2) samples of each color and four (4) copies of the manufacturer's certification showing the material meets these specifications. Conduit shall have 30" cover and the marking tape shall be located 6" above the conduit (2' cover).

TABLE 1. Tape Color

Red:	Electric
Orange:	Communications

16000-3 - BRIDGE ELECTRICAL EMBEDMENTS: This pay item shall include all conduits, junction boxes, sleeves, pullwire or conductors, and other electrical items embedded or located within the bridge limits unless specifically indicated otherwise.

16000-4 - BRIDGE LIGHT FIXTURES: This pay item shall include the installation of fixtures as identified on plans complete and in place. Measurement will be for each fixture installed.

16000-5 - BRIDGE LIGHTING CONTROLS: This pay item shall include all work to provide installed in place a complete working system as indicated by the construction drawings. The work shall include but not be limited to the following: power connection including conduits and surface repairs between the building entry location (janitor's room) and the existing electric panel, all control circuitry and components.

16000-6 - FIRE ALARM FEEDER CABLE: This pay item shall consist of the supplying and installation of new feeder cable utilizing the conduits (pay items 16000-1 and 16000-3) as designated on the construction drawings together with the required system connection and testing.

16000-7 - TELEPHONE CABLE: This pay item shall consist of the supplying and installation of new cable utilizing the conduits (pay items 16000-1 and 16000-3) as designated on the construction drawings together with the required system connections and testing.