

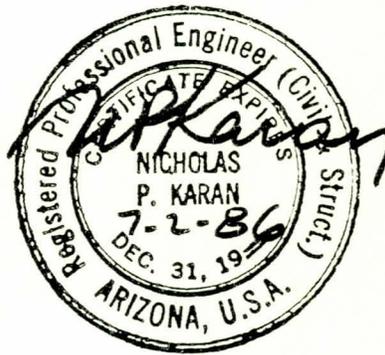
ENGINEERING DIVISION

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SPECIAL PROVISIONS
FOR
RELOCATION OF HATCHER ROAD
FROM
19TH AVENUE TO 17TH AVENUE FOR THE ACDC

CONTRACT NO. FCD 86-17



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

A118.539

SPECIAL PROVISIONS
FOR

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
CONTRACT FCD 86-17

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9. Drawings: Relocation of Hatcher Road from 19th Avenue to 17th Avenue for the ACDC. Sheets 1 through 25 of 25

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN ONE HUNDRED TWENTY (120) CALENDAR DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED.

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

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

INVITATION FOR BIDS
NO. FCD 86-17

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 86-17
INSTRUCTIONS TO BIDDERS

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

If the successful bidder, upon acceptance of his bid by the Flood Control District with the period specified herein for acceptance (sixty days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event the bid guarantee shall be retained as liquidated damages.

INVITATION FOR BIDS
NO. FCD 86-17

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

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

Unless called for, alternate bids will not be considered.

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

6. Submission of Bids. Bids must be sealed, addressed to the Chief Engineer and General Manager, Flood Control District of Maricopa County, 3335 West Durango, Phoenix, Arizona 85009, and marked to identify the bid to the referenced Contract FCD Number. Failure to appropriately identify the bid may result in a premature opening of, or a failure to open, such bid. The name of the bidder shall be on the outside of the envelope. (See MAG 102.9)
7. Withdrawal of Bids or Modifications. Bids may be withdrawn by written request received from the bidder prior to the time set for opening of bids.
8. Public Opening of Bids. Bids will be publicly opened at the time and place set for the opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.
9. Award of Contract. Award and execution of a contract shall be in accordance with MAG Section 103.
10. Specifications. Specifications referred to herein shall include all revisions and amendments in effect on the date of issuance of the invitation for bids. These instructions, Special Instructions to Bidders, and the herein contained Construction Special Provisions supplement the Uniform Standard Specifications herein referred to by "MAG" section number or paragraph number; however, in case of conflict, these instructions and Special Provisions supersede the Uniform Standard Specifications (MAG).

INVITATION FOR BIDS
NO. FCD 86-17

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 86-17
SPECIAL INSTRUCTIONS TO BIDDER

Contract Plans, Special Provisions and Contract Documents: Plans, Special Provisions, and forms for proposal, Bidding Schedule, Contract Agreement and Performance Bond may be obtained from the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, upon payment of \$18.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded.

APPROXIMATE QUANTITIES FOR PRINCIPAL ITEMS

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
10,103.4	S.Y.	Subgrade Preparation
3,125.7	Ton	Asphaltic Concrete-Base Course
857.5	Ton	Asphaltic Concrete-Surface Course
3,714	L.F.	Concrete Curb and Gutter, H=6"
240	L.F.	Concrete Curb and Gutter, H=8"
3,393	S.F.	Concrete Sidewalk
3,210	S.F.	Concrete Driveway
608	L.F.	15" V.C.P. - Sewer
1,199	L.F.	8" Water Pipe

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

Location of Work: The proposed work is located at 19th Avenue and Hatcher Road, Phoenix, Arizona, Maricopa County, Arizona

INVITATION FOR BIDS
CONTRACT NO. FCD 86-17

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: Relocation of Hatcher Road from 19th Avenue to 17th Avenue for the ACDC Invitation FCD 86-17
Date: July 7, 1986

Location: 19th Avenue and Hatcher Road, Phoenix, Arizona

To: Chief Engineer and General Manager
Flood Control District of Maricopa County
3335 West Durango Street
Phoenix, Arizona 85009

The following Proposal is made on behalf of _____
_____ and no others. The Total Contract amount of
this proposal is (in words) _____
_____ and _____/100 dollars, (in figures)
_____, this amount being the sum total of the extended
amount for each pay item on the Bidding Schedule.

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

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

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

PROPOSAL
CONTRACT FCD 86-17

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

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

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	UNIT COST IN WRITING	\$	UNIT COST IN FIGURES	\$	EXTENDED AMOUNT
PAVING AND STORM DRAIN PLANS:								
1	1,993	LF	REMOVE CONCRETE CURB & GUTTER					
2	4,900	SF	REMOVE CONC. S/W, D/W, APRONS, V.G.'S, MISC SLAB					
3	1	L.S.	MISC. REMOVAL & OTHER WORK					
4	350	HR.	UNIFORMED OFF-DUTY LAW ENFORCEMENT OFFICER					
5	1	L.S.	TRAFFIC CONTROL					
6	10,103.4	SY	SUBGRADE PREPARATION					
7	3,125.7	TON	ASPHALTIC CONCRETE BASE COURSE 5½" A-1½					
8	857.5	TON	ASPHALTIC CONCRETE SURFACE COURSE 1½" D-1½					
9	693.5	SY	AC PVMT-D/W CONNECTION 2" (D-½)/4" ABC					

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	\$	
				UNIT COST IN WRITING	UNIT COST IN FIGURES
				\$	
				EXTENDED AMOUNT	
10	4.4	TON	EMULSIFIED ASPHALT TACK COAT, TYPE SS-1h		
11	644.9	GAL	ASPH. CONC. PRESERV. SEAL-CONTINGENT ITEM		
12	1	JOB	SOIL STABILIZATION-CONTINGENT ITEM		
13	3,714	LF	CONC. CURB & GUTTER S.D. 220, TYPE A, H=6"		
14	240	LF	CONC. CURB & GUTTER S.D. 220, TYPE A, H=8"		
15	3,393	SF	CONC. SIDEWALK S.D. P-1230		
16	3,210	SF	CONC. DRIVEWAY S.D. P-1255		
17	356	SF	CONC. DRIVEWAY S.D. 250		
18	192	LF	CONCRETE EXTRUDED CURB		
19	15	EA	PRECAST SAFETY CURB S.D. 150, TYPE B-2		
20	122	LF	BARRICADE S.D. P-1106, TYPE B		

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	\$		
				UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
21	17	EA	SURVEY MONUMENT S.D. 120-1, TYPE B			
22	2	EA	CONC. CATCH BASIN S.D. P-1569, M-1, L=6'			
23	1	EA	CONC. CATCH BASIN S.D. P-1569, M-1, L=10'			
24	1	EA	CONC. CATCH BASIN S.D. P-1569, M-2, L=3'			
25	1	EA	CONC. CATCH BASIN S.D. P-1569, M-2, L=6'			
26	6	EA	CONC. CATCH BASIN S.D. P-1569, M-2, L=17'			
27	1	EA	CONC. CATCH BASIN S.D. P-1570, N-SINGLE			
28	1	EA	CONC. CATCH BASIN S.D. P-1570 N-MODIFIED			
29	6	EA	STORM DRAIN M.H. S.D. 520, 522			
30	96	LF	42" STORM SEWER PIPE (MAIN)			
31	476	LF	36" STORM SEWER PIPE (MAIN)			

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	\$	
				UNIT COST IN WRITING	UNIT COST IN FIGURES
				\$	
				EXTENDED AMOUNT	
32	392	LF	30" STORM SEWER PIPE (MAIN)		
33	404	LF	24" STORM SEWER PIPE (MAIN)		
34	452	LF	18" STORM SEWER PIPE (MAIN)		
35	27	LF	18" STORM SEWER PIPE (CONNECTOR)		
36	175	LF	15" STORM SEWER PIPE (CONNECTOR)		
37	3	EA	PIPE PLUG S.D. 427		
38	1	EA	CONCRETE PIPE COLLAR S.D. 505		
39	2	EA	PREFAB TEE 36"X15"X36"		
40	1	EA	PREFAB TEE 30"X24"X30"		
41	1	EA	PREFAB TEE 30"X18"X30"		
42	1	EA	PREFAB TEE 30"X15"X30"		

B I D D I N G S C H E D U L E

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	UNIT COST IN WRITING	\$	UNIT COST IN FIGURES	\$	EXTENDED AMOUNT
43	1	L.S.	TRAFFIC SIGNAL CONDUIT & FOUNDATIONS					
43A	250	TON	SPECIAL BACKFILL CONTINGENT ITEM					
			SUB-TOTAL FOR PAVING & STORM DRAIN PLANS,					
			ITEMS 1 THROUGH 43A INCLUSIVE:		\$			

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	\$	
				UNIT COST IN WRITING	UNIT COST IN FIGURES EXTENDED AMOUNT
			RELOCATION OF CITY OF PHOENIX WATER LINES:		
44	24.5	SY	PVMT REPL. S.D. 200, TYPE B T-TOP		
45	10	SF	REMOVE CONCRETE SIDEWALK		
46	2	LF	REMOVE CONCRETE CURB & GUTTER		
47	1	L.S.	TRAFFIC CONTROL		
48	1	L.S.	MISC. REMOVAL AND OTHER WORK		
49	40	HR	UNIFORMED OFF-DUTY LAW ENFORCEMENT OFFICER		
50	1,199	LF	8" WATER PIPE AND FITTINGS		
51	41	LF	6" MJDIP AND FITTINGS		
52	26	LF	2" WATER PIPE AND FITTINGS		

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	UNIT COST IN WRITING	\$	\$
					UNIT COST IN FIGURES	EXTENDED AMOUNT
53	1	EA	12"X8" TAPPING SLEEVE & VALVE			
54	1	EA	8"X8" TAPPING SLEEVE & VALVE			
55	1	EA	8" VALVE (GATE OR BUTTERFLY)			
56	1	EA	6" VALVE (GATE OR BUTTERFLY)			
57	1	EA	8" X 2" TAPPED TEE W/ 2" I.P. CORP STOP			
58	6	EA	VALVE BOX & COVER S.D. 391, TYPE A			
59	1	EA	6" FIRE HYDRANT (FURN. BY C.O.P.)			
60	1	EA	RELOCATE 6" FIRE HYDRANT			
61	114	LF	3/4" OR 1" WATER PIPE AND FITTINGS			
62	4	EA	SERVICE CONNECTION TO EXIST. WATER METER			
63	2	EA	CUT & PLUG EXIST 12" & 8" WATER LINES			

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE

CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT
64	500	LBS	EXCESS DIP FITTINGS NOT SHOWN ON PLANS			
65	1	L.S.	ALLOWANCE FOR WORK BY CITY FORCES (TAP(S))			
66	1	L.S.	EXCAV, BKFL, PVMT REPL FOR WORK BY CITY FORCES			
			SUB-TOTAL FOR WATER PLANS, ITEMS 44 THROUGH 66 INCLUSIVE: \$			

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	\$		
				UNIT COST IN WRITING	UNIT COST IN FIGURES	
					\$	
RELOCATION OF CITY OF PHOENIX SEWER LINES:					EXTENDED AMOUNT	
67	19	SY	PVMT REPL. S.D. 200, TYPE B T-TOP			
68	10	SF	REMOVE CONCRETE SIDEWALK			
69	2	LF	REMOVE CONCRETE CURB & GUTTER			
70	1	L.S.	MISCELLANEOUS REMOVAL & OTHER WORK			
71	1	L.S.	TRAFFIC CONTROL			
72	40	HR	UNIFORMED OFF-DUTY LAW ENFORCEMENT OFFICER			
73	608	LF	15" VCP, EXTRA STRENGTH			
74	3	EA	4" SEWER BLDG CONN. S.D. 440, TYPE A			
75	4	EA	CUT & PLUG EXIST 10" VCP, S.D. 427			
76	1	EA	ABANDON EXIST SANITARY SEWER MANHOLE			

BIDDING SCHEDULE

PROJECT: RELOCATION OF HATCHER ROAD FROM 19TH AVENUE TO 17TH AVENUE
 CONTRACT: FCD 86-17

ITEM NO.	APPROX QUANT	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	EXTENDED AMOUNT	
77	3	EA	5' DIAMETER SEWER MANHOLE S.D.'S 420,424				
			SUB-TOTAL FOR SEWER PLANS, ITEMS 67 THROUGH 77 INCLUSIVE: \$				
			TOTAL AMOUNT OF BID, ITEMS 1 THROUGH 77 INCLUSIVE: \$				
			\$				
			(WRITTEN AMOUNT)				

The Bidder hereby acknowledges receipt of an agrees his proposal is based on the following Addenda. _____

BS-10 OF 10.

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

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

Date: _____, 19__.

IF BY AN INDIVIDUAL:

(Name)

(Address)

IF BY A FIRM OR PARTNERSHIP:

(Firm Name)

(Firm Address)

By: _____

*Name and Address of Each Member:

Date _____, 19__.

IF BY A CORPORATION:

[Corporate Name] [Corporation Address]

By: _____

**Incorporated under the Laws of _____

Names and Addresses of Officers:

[President] [Address]

[Secretary] [Address]

[Treasurer] [Address]

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

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

SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT NO. 86-17 FOR
RELOCATION OF HATCHER ROAD FROM 19TH AVENUE
TO 17TH AVENUE FOR THE ARIZONA CANAL DIVERSION
CHANNEL (ACDC)
PAVING AND STORM DRAIN PLANS
RELOCATION OF CITY OF PHOENIX WATER LINE PLANS
RELOCATION OF CITY OF PHOENIX SEWER LINE PLANS

1.00 TRAFFIC REGULATIONS:

- A. The following shall be considered major streets:
- 19th Avenue
Hatcher Road
- 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. Unless otherwise provided for in the following "Special Traffic Regulations", all traffic on this project shall be regulated as specified in Section IV of the Traffic Barricade Manual.

2.00 SPECIAL TRAFFIC REGULATIONS:

- A. 19th Avenue at Hatcher Road
- 19th Avenue can be reduced to 4 lanes (two each way) except 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m. weekdays when all lanes shall be open to traffic.
- B. Hatcher Road at 17th Avenue
- Hatcher Road can be reduced to 2 lanes (one each way) except 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m. weekdays when all lanes shall be open to traffic.
- C. Special Access Requirement
- The Contractor shall provide vehicular access to all businesses along Hatcher Road, Carol Avenue and 19th Avenue during all business hours; or at the Contractor's option and expense arrange for alternate access to the affected businesses.

D. Police Officer Requirement

The Contractor shall provide one (1) off-duty police officer at the Hatcher Road and 19th Avenue intersection, one (1) off-duty police officer at the Carol Avenue and 19th Avenue intersection, and one (1) off-duty police officer at the intersection of Hatcher Road and 17th Avenue when traffic is restricted through those intersections from 7:00 a.m. to 6:00 p.m. weekdays.

3.00 SEQUENCE OF WORK: Sequence of work shall be such as to comply with Special Traffic Regulations.

Construction on storm sewer lines and sanitary sewer lines shall begin at the downstream end and proceed upstream to project termination.

Pipeline construction in other phases may be allowed simultaneously with grading and paving in other phases, provided that the pipeline construction does not disturb the existing road surfacing nor restrict the normal flow of traffic.

The Engineer may revise the phasing, if necessary, to accommodate field conditions.

Although the construction of any phase as herein required may not be completed, the construction of concrete curb, curb and gutter, valley gutter, sidewalks, and driveways may be permitted in other phases if the Engineer is assured that a minimum amount of time will elapse between the start and completion of this concrete work and the beginning of excavating and grading operations in this same phase.

A. PHASE I

1. All construction from

- a) Station 0 + 04.86 to Station 6 + 09 for Sewer Plans
- b) Station - 0 + 22 to Station 11 + 76 for Water Plans
- c) Station 0 + 25.48 to Station 11 + 00 for Paving Plans

2. The sewerline shall be installed first. A temporary pavement patch may be constructed within the limits of the 19th Avenue roadway. The temporary pavement patch shall consist of 2 inches

of C-3/4 asphaltic concrete on compacted trench backfill. The temporary pavement shall be a non-pay item.

3. The waterline shall be installed second. A temporary pavement patch may be constructed within the limits of the 19th Avenue roadway. The temporary pavement patch shall consist of 2 inches of C-3/4 asphaltic concrete on compacted trench backfill. The temporary pavement shall be a non-pay item.

B. PHASE II

1. All construction from Station 11 + 00 to east end of project.
2. Phase II may begin as soon as the 5 1/2" asphaltic concrete base course in Phase I is placed.
3. Placement of 1-1/2" ACSC for entire project.

4.00 PROJECT COORDINATION: It shall be the Contractor's responsibility to coordinate construction activities, traffic control, liaison with the City of Phoenix, the effected utility companies and all other interested parties. It shall be the Contractor's responsibility to contact the property owners to coordinate access points and construction timing for the concrete driveways.

5.00 MAG SUBSECTION 105.2-PLANS AND SHOP DRAWINGS: The Contractor shall furnish the Engineer with six (6) Copies of shop drawings, pipe layout diagrams, manufacturer's catalog data, and detailed information, in sufficient detail to show complete compliance with all specified requirements and plans.

The Contractor, at his own expense shall make such changes in the above drawings as may be necessary to conform to the plans and specifications. Prior to return of such drawings, any work which the Contractor may do on the fabrications covered by the same shall be at his own risk, and the Contractor shall be responsible for any expense or delays incurred by the Contractor for changes to make the same conform to the drawings as reviewed.

One copy of submitted drawings will be returned to the Contractor. If the submittal is marked "Revise and Resubmit" or "Rejected," a new submittal shall be made in the same manner as the original submittal.

SP-3

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 and 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 a 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.

6.00

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

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

Flood Control District	262-1501
Mt. Bell Telephone Co.	842-7755
Salt River Project	273-2202
Arizona Public Service	271-7014
Location Staking (APS, Mt. Bell, SRP)	263-1100
C.O.P. Streets & Traffic	262-6565
C.O.P. Water & Wastewater	261-8229

7.00

MAG SUBSECTION 105.8-CONSTRUCTION STAKES, LINES AND GRADES: The Contractor shall furnish all materials, personnel and equipment necessary to perform all surveying, staking, laying out of control lines, and verification of the accuracy of all existing control points which have been provided by the Engineer. The work shall be done under the direction of a Registered Professional Engineer or a Registered Land Surveyor

employed by the Contractor. The work shall conform to the City of Phoenix Manual of Standard Requirements for Staking. No separate payment shall be made for construction surveying and the cost thereof shall be included in the price bid for related items of work.

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 addition cost.

- 8.00 MAG SUBSECTION 105.10-INSPECTION OF WORK: Work will be subject to City of Phoenix inspection and acceptance prior to final acceptance by the Engineer.
- 9.00 MAG SUBSECTION 107.2-PERMITS: The Contractor shall be responsible for obtaining all permits and licenses, pay all charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 10.00 MAG SUBSECTION 108.5-LIMITATION OF OPERATIONS: Should the Contractor elect to perform any work after regular working hours, on weekends, or legal holidays, any charges incurred by the District for inspection of the work, surveys, or tests of materials will be deducted from monies due or to become due to the Contractor.
- 11.00 MAG SUBSECTION 108.9-FAILURE TO COMPLETE ON TIME: The actual cost per calendar day incurred by the District for Consultant Administrative and Inspection Services on this project will be added to the daily charges as indicated by Table 108, LIQUIDATED DAMAGES, and will be deducted from monies due or to become due to the Contractor for each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer. Nothing contained in this provision shall prohibit the District from deducting from monies due or to become due to the Contractor any other costs incurred by the District directly attributable to the delay in completing this contract.
- 12.00 STORM SEWER PIPE SIZE OPTION: The Contractor may substitute the next larger multiple of 6-inch size storm sewer pipe for the intermediate 3-inch size pipes

shown on this project at his discretion. The cost of the increase in size shall be borne by the Contractor. The intermediate 3-inch size pipe will remain in the proposal as the required size. If the Contractor elects to use the next larger multiple of 6-inch size pipe he shall be responsible for any utility or any other conflict caused by the increase in the size of the pipe. There shall be no extension of time granted for any delay caused by these conflicts.

13.00

STORM SEWER CONSTRUCTION MATERIAL AND LAYOUT SUBMITTALS: Prior to the manufacturing of the pipe, the Contractor shall submit material and layout drawings to the Engineer in accordance with the procedures contained in the City of Phoenix Supplement, latest edition.

Submittals shall show layout, stationing, laying length of all pipe, D-load or gauge thickness, detailed drawings of any pipe used to construct a curve, and other pertinent data. Fabrication drawings shall be submitted for concrete pipe. Catch basin connector pipe need not be included in the pipe layout, however, pipe stubs shall be included. In lieu of including catch basin connector pipe in the pipeline layout, a list of catch basin connector pipe shall accompany the layout. The connector pipe list shall contain the following information:

- A. Inside diameter and type of material to be used. (R.C.P , C.M.P.)
 - 1. If R.C.P. is used for connector pipe, the D-load rating shall be shown.
 - 2. If C.M.P. is used for connector pipe, the gauge shall be shown.
- B. Station at which pipe joins mainline.
- C. Number of sections of pipe and laying length of sections.

14.00

ASPHALT CONCRETE PAVEMENT PERMANENT ROADWAY SECTION:

- A. 19th Avenue

The surfacing shall be for Type "B T-Top" surface replacement. The surfacing shall consist of 5-1/2" compacted Type A 1-1/2 dense graded asphalt concrete, laid in two courses. The first course shall be 3 inches thick and the remaining course shall be 2-1/2"

SP-6

thick. A 1-1/2" compacted Type D-1/2 asphalt concrete dense graded surface course shall be installed as shown on the plans.

B. Hatcher Road, 17th Avenue and Carol Avenue

The surfacing shall consist of 5-1/2" of compacted Type A 1-1/2 dense graded asphalt concrete, laid in two courses. The first course shall be 3 inches thick and the remaining course shall be 2-1/2" thick. A 1-1/2" compacted Type D-1/2 asphalt concrete dense graded surface course shall be installed as shown on the plans.

15.00 WATERLINE SHUTDOWN: Any waterline shutdowns requested by the Contractor for the Contractor's convenience, shall be paid for by the Contractor at the prevailing rate set by the Water and Wastewater Department. This is a non-pay item. This work shall be coordinated with Water Distribution, 262-4711.

16.00 MATERIALS LOG: There are no material logs, soil borings, or soil reports for this project. See Supplementary Conditions, Item 26.00.

17.00 CONTINUOUS SEWER SERVICE: The Contractor shall be responsible for maintenance of service and sanitary disposal of wastes during construction period. Suitable pumps, temporary pipe lines, and/or hauling equipment shall be provided to prevent backing up of flow in the system above the construction site.

No separate payment will be made for pumping and/or disposal of sewage; all costs in connection therewith shall be included in the unit price bid per linear foot of new pipe.

18.00 BEDDING FOR V.C.P. SEWER PIPE: Bedding for V.C.P. shall conform to Details P-1120, P-1121, and P-1122, Phoenix Supplemental Standard Details for Public Works Construction, latest edition. The Contractor will be required to use the appropriate bedding for the corresponding trench width and depth as shown on the details. The cost of the appropriate class of bedding shall be included in the price of the pipe.

19.00 ABANDONMENT OF EXISTING SEWER: After the new sanitary sewer has been installed and the existing taps have been tied over, the Contractor shall schedule with the City to T.V. inspect the existing sewer line to be abandoned.

If, during the inspection, sewer taps are found that have not been tied over to the new sewer the following procedure shall be implemented:

- A. The Contractor shall arrange to have the City of Phoenix set a new tap in the new sewer line.

Scheduling shall be made through Mr. Kaleta at 262-1856 five working days in advance.

- B. The Contractor shall excavate, install sewer tap pipe (exclusive of setting tap) backfill and compact trench and construct pavement replacement.

Measurement and payment will be made under the bid item "4-INCH SEWER BUILDING CONNECTION."

20.00

ABANDONED MANHOLES: Manholes shown in plans to be abandoned shall be removed to a depth of 4 feet below surface grade and the resulting voids filled and compacted to 95% with A.B.C. material. All abandoned sewer pipes shall be plugged.

Measurement and payment shall be made per each as bid in the proposal for "MANHOLE ABANDONMENT" and shall include all the above work.

21.00

CUTTING AND PLUGGING EXISTING WATER MAIN:

- A. General: The Contractor shall cut and plug existing pipe as noted on the plans after the new services have been tied over to the new waterline in accordance with this specification.

- B. Contractor Guidelines for Cut and Plug Work: Cutting and plugging of City water mains by Contractors are allowed only when proper authorization has been obtained. "Proper authorization" means, that the cut and plug work is depicted on an approved set of Water Department plans, that all applicable shut-down fees have been paid for in advance by the Contractor and the City's Field Engineer has coordinated the request for the shut-down with the Water and Wastewater Department. Shut-down fees will be a non-pay item, considered incidental to the work.

A tapped cap or tapped plug is not necessary on dead-end sections of pipe less than 20 feet long, provided there are no service connections on that section.

Standard Detail 380 is applicable for cut and plug work except that concrete placed for thrust blocking should not be poured directly on any abandoned section of pipe.

Cuts and plugs are to remain exposed until line pressure is restored and inspected for leakage. City valve crews will restore and flush the water mains and inspect cut and plug assembly for leakage

C. Procedures for Cut and Plug Work:

- 1) All cut and plugs are to be identified on Engineering Plans approved by the Water and Wastewater Department (responsibility: Water and Wastewater Engineering and Development).
- 2) All applicable shut-down fees are paid for in advance by party to perform cut and plug work. Applications for shut-down requests will be approved and accepted by the Water and Wastewater Department. (responsibility: Water and Wastewater Engineering and Development.)
- 3) City Inspector to coordinate the shut-down request with Water and Wastewater Department and the Contractor when cut and plug is ready to be performed (responsibility: Field Engineering).
- 4) Water and Wastewater Department to perform all valve shut-down (responsibility: Water Distribution).
- 5) City Inspector to provide general inspection for cut and plug work and communicate to the Water and Wastewater Department when lines can be restored to service (responsibility: Field Engineering).
- 6) Water and Wastewater Department to flush and restore water mains to service and inspect for leakage at cut and plug assembly.

D. Measurement and Payment for Cut and Plug Work: Measurement and payment shall be for the unit price bid for each cutting and plugging existing waterlines for the project, and shall be compensation for all materials, equipment, labor, excavation, backfill, compaction, surface replacement and incidentals necessary to complete the work.

22.00

MEASUREMENT AND PAYMENT: Measurement and payment for all pay items in the Bidding Schedule shall be as indicated in the applicable Standard Specification, City of Phoenix Supplement, Special Provision and the Schedule sheets.

- A. Traffic Control: Payment for Traffic Control Devices will be on a lump sum basis.
- B. Prefabricated Tees and Wyes: The cost of the basic pipe and material required to construct and install prefabricated tees and wyes is included in the unit

price bid for main and connector pipes. Bid item for prefabricated Tees and Wyes is for cost of manufacturing only.

- C. Catch Basins: Add to Subsection 505.10 the following: Storm sewer catch basins shall be paid for at the unit price bid for each type of catch basin, as represented by the respective bid item, regardless of dimensional or other differences occurring within a particular type. The unit price to be paid under these items shall be compensated in full for furnishing and placing catch basin structures as shown on the plans and as specified, including, when applicable, all removal and replacement of existing curb, gutter and sidewalk, concrete, reinforcing steel, forming, vibrating, finishing, curing, access opening frame and cover, embedded angles, grating, anchor bolts, structural excavation, backfill, compaction, pavement replacement, and any necessary modification of catch basin structures during construction.
- D. Manholes: Storm sewer manholes shall be paid for at the unit price bid for each type, as represented by the respective bid item, regardless of dimensional or other differences occurring within a particular type. The unit price to be paid under these items shall be compensation in full for furnishing and placing manhole structures as shown on the plans and as specified, including concrete, reinforcing steel, forming, vibrating, finishing, curing, cast iron manhole frame and cover, frame adjustment to grade, structural excavation, backfill, compaction, and any pavement replacement in excess of the applicable pay widths assigned to the adjacent pipes.
- F. Pipe Plugs: Shall be paid for at the unit price bid for each unit installed regardless of dimensional or other differences occurring within particular type. The unit price bid shall be compensation in full for furnishing and placing pipe plugs including brick work, concrete, reinforcing steel, forming, vibrating, grouting, curing, and any required earthwork.
- G. Permanent Pavement Replacement (Asphalt Concrete): Measurement and payment for permanent pavement replacement will be by the S.Y. In computing the pay quantity, the field measurement along the centerline of the trench and the trench pay width as listed on page 110 MAG will be used.
- H. Subgrade Preparation: The work under this item consists of all excavating and grading work necessary to bring the existing surface to the section specified on the plans prior to the covering of the prepared subgrade with base materials.

Measurement of this work shall be made by the square yard. Measurement will be made of the roadway areas excavated and graded and subsequently covered with base materials. Where new concrete curb and gutter is to be constructed, measurement shall not include the areas occupied by the concrete curb and gutter.

Payment will be made at the unit price quoted in the bid proposal for the bid item "SUBGRADE PREPARATION."

- I. Sidewalk Ramps: Shall be constructed in accordance with Phoenix Standard Details or special details called out on the plans.

Payment will be made under the bid items for "SIDEWALK" and "CURB AND GUTTER" and shall include all cost for forming and finishing. The cost of the special curb at the back of sidewalk ramp shall be measured and paid for as "SIDEWALK."

- J. Driveway and Sidewalk Slab Connections: This work shall consist of constructing concrete driveway and sidewalk slab connections to match existing at locations shown on the plans or requested by the Engineer. The slab thickness shall conform to the applicable driveway or sidewalk detail.

Measurement and payment for this work shall be made per square foot complete and in place for the appropriate pay item "DRIVEWAY ENTRANCE" or "CONCRETE SIDEWALK."

- K. Asphalt Concrete Replacement: Asphalt concrete shall be removed and replaced to match existing asphalt concrete frontage in back of new sidewalks and driveways as detailed and noted on the plans and as directed by the Engineer. Existing asphalt concrete shall be trimmed and removed in accordance with Section 336.2.2. The new asphalt concrete shall be two inches of compacted, single course Type D-1/2 dense grade per Section 710.

Payment shall be made at the bid price per S.Y. for Pavement Replacement-2" (D 1/2) over 4" A.B.C. complete-in-place within the area as specified above, and shall include the removal and disposal of existing materials and subgrade preparation.

- L. Precast Safety Curbs: The work under this item consists of furnishing and placing precast safety curbs adjacent to existing parking areas throughout the

project in accordance with the requirements of Standard Detail 150 at locations shown on the plans and at locations determined by the Engineer.

Payment for this work will be made at the contract price per each in the proposal item "PRECAST SAFETY CURB", Type B-2, which price shall be full compensation for the item complete, as described and specified herein and on the plans.

- M. Miscellaneous Removal and Other Work: This item includes furnishing all labor, material, tools and equipment to complete the removal and disposal of the items specified on the plans, listed in MAG Section 350 and City of Phoenix Supplement thereto, other work of a minor nature which may develop during course of construction and all right of way encroachments directed to be removed by the Engineer.

Payment will be made at the lump sum price quoted in the bid proposal for bid item "MISCELLANEOUS REMOVAL AND OTHER WORK."

23.00

SPECIAL BACKFILL-ABANDONED SEPTIC TANKS, SEWER TAP CONNECTIONS, WATER SERVICE CONNECTIONS AND GAS TAPS: Per the demolition contract for this project existing gas taps, water service connections, sewer tap connections and abandoned septic tanks were located and marked with buried tires painted white. It shall be the Contractor's responsibility to determine what utility exists at each marked location and coordinate abandonment with the affected utility. In the case of abandoned septic tanks within the roadway right-of-way the septic tanks shall be removed and the resulting void filled and compacted to 95% density with ABC material.

Note that it cannot be guaranteed that all existing underground utilities or septic tanks were located on the demolition contract. It shall be the Contractor's responsibility to determine any additional locations.

Payment will be made at the unit price quoted in the bid proposal for the bid item "SPECIAL BACKFILL."

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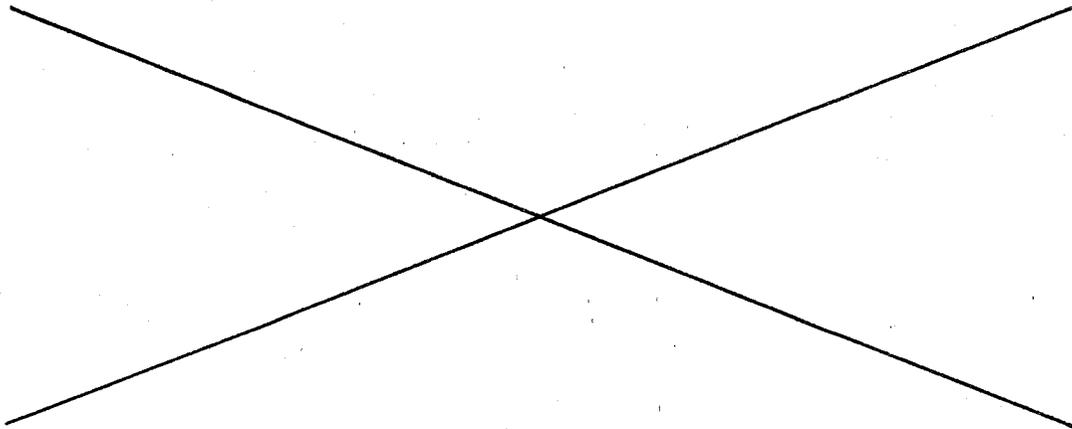
SUPPLEMENTARY CONDITIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT 86-17

for
RELOCATION OF HATCHER ROAD FROM 19TH AVENUE
TO 17TH AVENUE FOR THE ARIZONA CANAL DIVERSION CANAL (ACDC)

PAVING AND STORM DRAIN PLANS
RELOCATION OF CITY OF PHOENIX WATER LINE PLANS
RELOCATION OF CITY OF PHOENIX SEWER LINE PLANS

- 1.00 PROPOSED WORK: The work consists generally of construction of approximately 1905 feet of A.C. paved roadway; concrete curb and gutter, roll curb, driveway and sidewalk; 2015 feet of concrete pipe varying in size from 15" to 42"; concrete catch basins; concrete storm drain manholes; 1,199 feet of 8" water pipe and fittings; 608 feet of 15" VCP; concrete sewer manholes; tie-over of existing water and sewer services to new mains and abandonment of existing mains; and restoration of existing improvements.
- 2.00 LOCATION OF WORK: This project is located in Phoenix, Arizona, between 19th Avenue and approximately 370 feet east of 17th Avenue in the east-west directions and between the existing Hatcher Road and Carol Avenue in the north-south directions.
- 3.00 SPECIFICATIONS: Except as otherwise required in these Construction Special Provisions, construction of this project shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision, and the latest revision of the City of Phoenix Supplements to the MAG Uniform Standard Specifications and Details.
- 4.00 PRECEDENCE OF CONTRACT DOCUMENTS: In case of discrepancy or conflict, Project Plans will govern over both MAG Uniform Standard Specifications and Uniform Standard Details and the City of Phoenix Supplements to MAG Uniform Standard Specifications and Details. City of Phoenix Supplements to MAG Uniform Standard Specifications and Details shall govern over MAG Uniform Standard Specifications and Uniform Standard Details. Construction Special Provisions shall govern over Project Plans, City of Phoenix Supplements to MAG Uniform Standard Specifications and Details and MAG Uniform Standard Specifications and Uniform Standard Details.

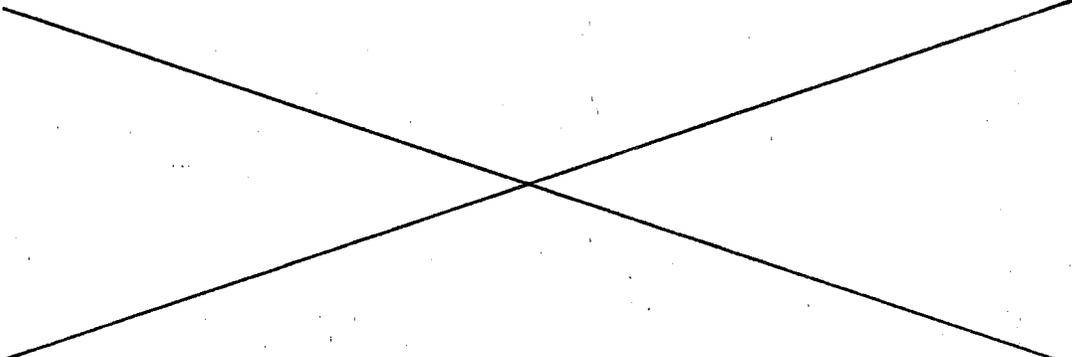
5.00



6.00

PAYMENT: Payment will be for only those items listed in the proposal and will be made in accordance with the measurement and payment provisions of the Standard Specifications, City of Phoenix Supplements, Special Provisions (Item 22.00) and the Bidding Schedule sheets. All materials and work necessary for completion of this project are included in proposal items. Any work or material not specifically referred to in these items is considered incidental to the item and included in the unit price.

7.00



8.00

MAG SUBSECTION 103.6-CONTRACTOR'S INSURANCE REQUIREMENTS: Concurrently with the execution of the Contract, the Contractor shall furnish the Flood Control District of Maricopa County (FCD M/C) a Certificate of Insurance. The types of insurance and the limits of liability shall be as indicated thereon, i.e.

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

9.00

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).

- 10.00 CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within one-hundred and twenty (120) calendar days after the date of Notice to Proceed.
- 11.00 WATER, LIGHT, POWER, HEAT, TELEPHONE: All water for construction purposes, drinking water, lighting, electric power, heat and telephone service shall be arranged for and provided for the requirements of the work by the Contractor at his expense.
- 12.00 PROGRESS SCHEDULE: The Contractor shall submit his proposed work progress schedule to the Engineer for approval before starting the work.
- 13.00 MATERIAL SOURCES: Select Material, Aggregate Base and Mineral Aggregate shall be obtained from commercial sources. The Contractor shall pay all royalties, or any other charges or expenses, incurred in connection with the securing and hauling of the material. The Contractor will be required to furnish the Engineer with a list of his proposed commercial sources prior to use, and shall present certificates stating that the material produced from commercial sources is in accordance with the Uniform Standard Specifications and these Special Provisions.
- 14.00 MAG SUBSECTION 101.2 - DEFINITIONS AND TERMS: Change the definition of Budget Project to read as follows: A project financed by funds set aside in the annual budget or otherwise approved by the Board of Directors of the Flood Control District of Maricopa County.
- Change the definition of Engineer to read as follows: The Chief Engineer and General Manager of the Flood Control District of Maricopa County acting directly or through his authorized representative.
- Change the definition of Owner to read as follows: The Flood Control District of Maricopa County, acting through its legally constructed officials, officers or employees.
- 15.00 MAG SUBSECTION 102.5(A)-PREPARATION OF PROPOSAL: Is amended to add the following paragraphs:
- "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 Contract Document must be included as a part of the Contract Document and any questions on the Bidding Schedule requiring change shall be adjusted by pen and ink to the new figures.

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

16.00 MAG SUBSECTION 102.5(B) PREPARATION OF PROPOSAL: The bidder's Arizona State Contractor's License number and classifications need not be shown on the proposal. The possession of such a license is no longer a bidding requirement; however, the Contractor may be required to provide certification of prior satisfactory completion for similar construction.

17.00 ALUMINUM MANHOLE COVERS: The Water and Wastewater department has the following stated policy: "MAG Standard Detail 425-24" Aluminum Manhole Frame and Cover is not approved by the City of Phoenix."

18.00 NEENAH MANHOLE COVERS AND FRAMES: The Water and Waste Department has approved the use of NEENAH Manhole Covers and Frames for City of Phoenix projects.

19.00 DISPOSAL OF SURPLUS MATERIAL: All surplus and/or waste material may be disposed of at the Contractor's discretion subject to the following conditions:

- A. If the City landfills are used, the Contractor shall pay the normal dumping fee.
- B. If private property within the City limits is used, the Contractor shall obtain written permission from the property owner and deliver a copy of this agreement to the Engineer prior to any hauling or dumping. All disposal and grading shall be in strict conformance with the City of Phoenix Grading and Drainage Ordinance. The Contractor shall obtain and pay for the necessary permit(s).
- C. If the surplus material is disposed of outside the City limits, the Contractor shall comply with all applicable laws/ordinances of the agency concerned and be responsible for all cost incurred.

No measurement or direct payment will be made for the hauling and disposal of surplus and/or waste material, the cost shall be incidental to the cost of the project.

20.00 CONTRACTOR'S MARSHALING YARDS: Contractors shall obtain approval of the Engineer when using vacant property to park and service equipment and store material for use on FCD M/C construction contracts.

- 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 of 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 copy of the property owner's approval shall be submitted along with the Contractor's request to the Engineer for approval for the use of the marshaling yard in connection with the project. And 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 such as to preclude tracking of mud onto paved City streets.
- E. Work in 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 use.
- H. Contractor's request for approval shall specify in detail how he or she proposes to comply with D through G above.

21.00 MAG SUBSECTION 104.2.2-DUE TO PHYSICAL CONDITIONS:
 Paragraph *B). In the first sentence delete the following words:

"backfill or bedding"

22.00 MAG SUBSECTION 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 roadway or structures are kept in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All cost

of maintenance work during construction and before the project is accepted shall be included in the unit bid price on the various pay items.

23.00 MAG SUBSECTION 105.13-FAILURE TO MAINTAIN ROADWAY OR STRUCTURE:

If the Contractor, at any time, fails to perform maintenance during construction, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project. The entire cost of this maintenance will be deducted from monies due or to become due the Contractor on his contract.

24.00 MAG SUBSECTION 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.

25.00 MAG PART 600 WATER AND SEWER AND CITY OF PHOENIX SUPPLEMENT PART 600 WATER AND SEWER: Change these titles to read:

PART 600
UNDERGROUND WORK FOR UTILITIES AND UNDERGROUND FACILITIES

26.00 CITY OF PHOENIX SUPPLEMENT SUBSECTION 601.2.1-GENERAL: is amended to add the following paragraph:

"No extra compensation or additional time will be authorized for claims that soil conditions differ from those anticipated. It is the Contractor's responsibility to make his own determination as to actual existing conditions.

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NOTE: There are no soil boring logs or reports for this project.

27.00 MAG SUBSECTION 601.2.2-TRENCH WIDTH: is amended to add the following paragraph:

"If the Contractor elects to slope the trench walls in lieu of shoring, sheeting or other wall support measures, he shall be responsible for any and all problems encountered and costs incurred as a result of the increased trench width. Furthermore, no increases in contract time will be allowed as a result of sloping trench walls."

28.00 MAG SUBSECTION 601.2.5-OVER EXCAVATION: is amended to add the following paragraph:

"When the Engineer determines that over excavation and backfilling, below the normal foundation and bedding depth, are required as a result of unsuitable material, it will be considered extra work. Payment and construction time extension will be negotiated with the Contractor or as otherwise provided for in these contract documents. As a condition of the Contractor receiving payment, agreement on method of payment and construction time extension shall be reached prior to start of work unless otherwise authorized in writing by the Engineer."

29.00 MAG SUBSECTION 601.2.8-GRADING AND STOCKPILING: Add the following paragraph:

"Excavated material shall not be considered as unsuitable due to an excessive moisture content or an inadequate moisture content for proper compaction. The Contractor shall take whatever measures are required, at his own expense, to add or remove moisture from material to be used as backfill in order that proper compaction can be obtained within the limits set in Section 601.4.

The Contractor may elect, at no cost to the Contracting Agency, to haul off and dispose of excessively wet or dry material and replace it with material conforming to the specifications for backfill.

In either event, the proper compaction and stability shall be obtained.

There will be no additional payment or time extension for this work."

30.00 MAG SUBSECTION 601.4.3-BACKFILL: Delete the fourth paragraph in its entirety and substitute the following:

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"When mechanical compaction is to be used, the Contractor shall provide a test section demonstrating his proposed method and equipment to be used. Upon agreement with the Engineer as to the acceptability of the Contractor's proposed method and equipment, they shall not be changed without the prior approval of the Engineer. Mechanical compacted lifts in excess of one foot will not be allowed without the express written consent of the Engineer."

31.00

MAG SUBSECTION 601.4.3-BACKFILL: Is amended to add the following paragraphs:

"Backfill material shall be within the range of +2% to -4% of the optimum moisture content, prior to placing the material in the trench. The moisture content shall be uniform throughout the backfill material. Material not meeting these requirements may be required to be removed from the trench and moisture added or removed to correct the deficiencies prior to replacement, all at no increase in cost to the contract.

It shall be the Contractor's responsibility to blend excavated material, removing or adding moisture as may be necessary to meet the requirements of the specifications, all at no increase in cost to the contract.

Excavated material when used for backfill shall meet the requirements of the preceding paragraph.

The moisture content requirements contained herein are waived when granular material is used and water settled.

The Engineer may require all or any part of the trench to be load tested for stability with Contractor's equipment prior to placement of asphalt cement concrete pavement. Unstable areas as determined by the Engineer shall be corrected by the Contractor at no increase in cost to the contract."

32.00

GENERAL COMMENTS: It shall be the Contractor's responsibility to protect the improvements and construction site from any detrimental flooding or other destruction, manmade or otherwise, which may occur during the construction period and until final acceptance of the completed improvements by the Flood Control District of Maricopa County.

The Contractor shall exercise care to prevent damage to any existing facilities or improvements.

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Upon completion of the construction, the Contractor shall clear the work area and marshalling yard of all debris to the satisfaction of the Engineer. The job shall not be considered completed until all curbs, pavement and sidewalks have been swept clean of all dirt and debris and all survey monuments are installed according to the plans.

An attempt has been made to determine the location of all underground utilities and to design the location and elevation of all improvements so that there would be no interference with the existing utilities. However, it shall be the Contractor's responsibility to locate all existing utilities which may or may not be shown on these plans and cooperate with the utility companies so that any obstructing utility installation may be adjusted.

The Flood Control District of Maricopa County reserves the right to adjust design grades or the location of drainage structures prior to construction, if it should become necessary in the opinion of the Engineer, without additional cost to the Flood Control District of Maricopa County.

33.00

GUARANTEE: 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 by others. The date of the start of the guarantee period shall be the date of project acceptance by the Flood Control District of Maricopa County.

SC-9

CONTRACT FCD 86-17

THIS AGREEMENT, made and entered into this _____ day of _____, 19____,
by and between _____

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

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

ARTICLE I-SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor,
materials, equipment, transportation, utilities, services and facilities
required to perform all work for the construction of Project No. FCD 86-17;
Relocation of Hatcher Road from 19th Avenue to 17th Avenue for the ACDC.
and to complete and totally construct the same and install the material therein
for the OWNER, in a good and workmanlike and substantial manner and to the
satisfaction of the OWNER through its Engineers and under the direction and
supervision of the Engineer, or his properly authorized agents and strictly
pursuant to and in conformity with the Plans and Specifications prepared by the
Engineers for the OWNER, and with such modifications of the same and other
documents that may be made by the OWNER through the Engineer or his properly
authorized agents, as provided herein.

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

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

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

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

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

PARTY OF THE FIRST PART

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF THE SECOND PART

By: _____
Chairman, Board of Directors

Date: _____

RECOMMENDED BY:

ATTEST:

Chief Engineer and General Manager
Flood Control District
of Maricopa County

Clerk of the Board

Date: _____

LEGAL REVIEW

Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Flood Control District of Maricopa County.

By: _____

Date: _____

CONTRACT NO. FCD 86-17

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 Maricopá County, State of Arizona (hereinafter called the Obligee) in the amount of _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

Witness our hands this _____ day of _____, 19____.

PRINCIPAL

SEAL

BY: _____

AGENCY OF RECORD

SURETY

SEAL

BY: _____

AGENCY ADDRESS

POWER OF ATTORNEY

SEAL

BY: _____

CONTRACT NO. FCD 86-17
PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____
[hereinafter called the Principal], as Principal, and

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

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

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

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

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

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

Witness our hands this _____ day of _____, 19____.

AGENCY OF RECORD

AGENCY ADDRESS

CONTRACT NO. FCD 86-17
PERFORMANCE BOND

PRINCIPAL SEAL

BY: _____

SURETY SEAL

BY: _____

POWER OF ATTORNEY SEAL

BY: _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

Relocation of Hatcher Road from

CONTRACT FCD 86-17

PROJECT TITLE 19th Ave. to 17th Ave. for the ACDC

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000	
				MINIMUM	each occurrence
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY			BODILY INJURY per person \$1,000 each occurrence \$5,000 PROPERTY DAMAGE \$1,000 OR BODILY INJURY AND PROPERTY DAMAGE Combined \$5,000	
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input type="checkbox"/> EXCESS LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	each accident \$100
	<input type="checkbox"/> OTHER				

The Flood Control District of Maricopa County is added as an additional insured as respects work done for the District by the named insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available. It is further agreed that no policy shall expire, be cancelled or materially changed to effect the coverage available to the District without fifteen days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 3335 West Durango Street
 Phoenix, Arizona 85009

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE _____

It is further agreed that:

The Contractor hereby agrees to indemnify and save harmless the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this Agreement. The Flood Control District of Maricopa County shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the sole negligence of the Flood Control District of Maricopa County. The above cost of damages incurred by the Flood Control District of Maricopa County or any of its departments, agencies, officers or employees shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

Date _____ Contractor _____

CERTIFICATE OF INSURANCE
CONTRACT FCD 86-17