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SPECIAL PROVISIONS
FOR
Cactus Road Bridge Widening
Over Arizona Canal

CONTRACT NO. FCD 83-40



March 20
April 5

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

A118.542

BID SUMMARY & CHECKLIST

Engineers Estimate \$ 120,759.95

PROJECT: Cactus Rd. Bridge Widening
over Arizona Canal

CONTRACT FCD: 83-40

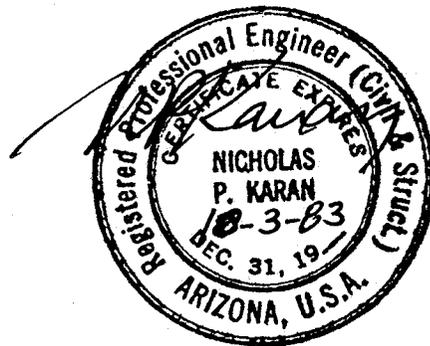
DATE: 10-17-83

2:30 P.M.

Item	Breinolt Contracting	MAC Contracting	Robert R. Adams Construction	Parapet Constructors	Tanner Companies	JWJ Contracting
Schedule Complete	✓	✓	✓	✓	✓	✓
Addenda Noted <i>None</i>						
No Exceptions	✓	✓	✓	✓	✓	✓
Changes Initialed	✓	✓	✓	✓	✓	✓
Proposal Signed	✓	✓	✓	✓	✓	✓
License Number						
Bid Security	✓	✓	✓	✓	✓	✓
No Collusion Affidavit	✓	✓	✓	✓	✓	✓
TOTAL CONTRACT	129,976.60	115,111.75	134,161.18	113,936.60	132,466.70	108,075.49

SPECIAL PROVISIONS
FOR
Cactus Road Bridge Widening
Over Arizona Canal

CONTRACT NO. FCD 83-40



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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT NO. FCD 83-40

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Sheets 1 through 10 of 10

INVITATION FOR BIDS
(Construction Contract)

Project: Cactus Road Bridge Widening
Over Arizona Canal

Ref. Invitation FCD 83-40
Date: September 28, 1983
Issued by: Flood Control District
Maricopa County

Location: Cactus Road at the Arizona Canal
(West of 51st Avenue)

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:30 P.M., LOCAL TIME AT THE PLACE OF THE BID OPENING, October 17, 1983 IN THE OFFICE OF THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA 85009, AND AT THAT TIME PUBLICLY OPENED.

BID SECURITY IN AN AMOUNT OF NOT LESS THAN FIVE PERCENT (5%) OF THE TOTAL BID PRICE MUST BE SUBMITTED WITH EACH BID. THE BID SECURITY MAY BE IN THE FORM OF A BID BOND, CASHIERS CHECK, POSTAL MONEY ORDER, OR CASH. THE BID SECURITY WILL BE MADE PAYABLE TO THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY AS A GUARANTEE THAT IF THE WORK IS AWARDED TO THE BIDDER, HE WILL WITHIN TEN (10) DAYS FROM THE DATE OF SUCH AWARD, ENTER INTO PROPER CONTRACT AND BOND CONDITIONS FOR THE FAITHFUL PERFORMANCE OF THE WORK. OTHERWISE, SAID AMOUNT WILL BE FORFEITED TO THE FLOOD CONTROL DISTRICT. BID SECURITY, WILL BE RETURNED AS PRESCRIBED BY MAG 103.

THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO FURNISH PERFORMANCE AND PAYMENT BONDS IN PENAL SUMS NOT LESS THAN ONE HUNDRED PERCENT (100%) RESPECTIVELY, OF THE ORIGINAL AMOUNT OF THE CONTRACT.

DESCRIPTION OF WORK:

Removal of existing concrete on both sides of existing bridge, construction of extension on both sides of existing bridge, canal lining repair and other incidental work.

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN FORTY-FIVE (45) CALENDAR DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED.

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 83-40
INSTRUCTIONS TO BIDDERS

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

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

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

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

Unless called for, alternate bids will not be considered.

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 83-40
SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work

Cactus Road at the Arizona Canal
(West of 51st Avenue)

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

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1	L.S.	Concrete Removal
168	L.F.	Caissons (24")
313.33	C.Y.	Class A Concrete
56,202	Lb	Reinforcing Steel
102	L.F.	ADOT H-2-1 Railing
5,700	S.F.	Canal Lining

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: Cactus Road Bridge Widening
Over Arizona Canal

Invitation FCD 83-40
Date: September 28, 1983

Location: Cactus Road at the Arizona Canal
(West of 51st Avenue)

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

The following Proposal is made on behalf of _____
_____ and no others. The Total contract
amount of this proposal is (in words) _____
_____ and _____/100 dollars, (in figures)

_____. This amount being the sum total of the extended
amount for each pay item on the Bidding Schedule.

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

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

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Specifications, Special Provisions, or conditions to be overcome, be plead. On the basis of the Plans, Specifications, Special Provisions, the forms of Contract, and the Bond proposed for use, the Undersigned proposes to furnish all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work and to furnish all the materials in the manner specified and to finish the entire project within the time

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

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

BIDDING SCHEDULE

PROJECT: CACTUS ROAD BRIDGE WIDENING OVER ARIZONA CANAL

CONTRACT: FCD 83-40.

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
350	-	L.S.	Concrete Removal			
502	168	L.F.	Caissons (24"Ø)			
505-1	313.33	C.Y.	Class "A" Concrete			
505-2	56,202	Lb.	Reinforcing Steel			
520	102	L.F.	A.D.O.T. H-2-1 Railing			
525	5,700	S.F.	Canal Lining			

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

TOTAL _____

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

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

Date: _____, 19____.

IF BY AN INDIVIDUAL:

(Name) (Address)

IF BY A FIRM OR PARTNERSHIP:

(Firm Name) (Firm Address)

By: _____

*Name and Address of Each Member:

Date: _____, 19____.

IF BY A CORPORATION:

(Corporate Name)

(Corporation Address)

By: _____

**Incorporated under the Laws of _____

Names and Addresses of Officers:

(President)

(Address)

(Secretary)

(Address)

(Treasurer)

(Address)

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

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

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY
CACTUS ROAD BRIDGE WIDENING
ARIZONA CANAL
FCD 83-40

LOCATION OF THE WORK: This project is located on Cactus Road over the Arizona Canal west of the intersection of 51st Avenue.

PROPOSED WORK: The work consists of widening an existing bridge by constructing new bridge sections that attach to the existing bridge, and other miscellaneous items of work required for the completion of the project.

SPECIFICATIONS: The work embraced herein and as shown on the plans for the construction of this project shall be done in accordance with the Maricopa Association of Government's Uniform Standard Specifications for Public Works Construction, dated 1979, and the current revisions thereto, together with the Maricopa County Highway Department Supplement to the Uniform Standard Specifications, adopted August 3, 1981, and October 19, 1981, and the Construction Special Provisions contained herein.

CONTRACT TIME: The Contractor shall complete all work on the project within forty-five (45) calendar days after the Notice to Proceed, however, the contractor must have all work in the Arizona Canal completed during the dryup of the canal which is scheduled from November 11 through December 10, 1983.

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

ITEM COMMENTS: The herein contained Construction Special Provisions supplement the Uniform Standard Specifications and the Maricopa County Highway Department Supplement to the Uniform Standard Specifications; however, in case of conflict, these Special Provisions supersede the Uniform Standard Specifications and the Maricopa County Supplement.

SOIL BORING REPORT: A copy of the soil boring report is available for viewing at the offices of the Flood Control District of Maricopa County.

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 CFS Part 5).

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.

SUBSECTION 101.2 - DEFINITIONS AND TERMS: Change the definition of Budget Project to read as follows: A project financed by funds set aside in the annual budget or otherwise approved by the Board of Directors of the Flood Control District of Maricopa County.

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

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

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 102.5 - PREPARATION OF PROPOSAL: The bidder's Arizona State Contractor's License number and classification 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.

SECTION 103.6 - CONTRACTOR'S INSURANCE: Concurrently with the execution of the contract, the Contractor shall furnish a Certificate of Insurance. The types of insurance and the limits of liability shall be indicated thereon, i.e..

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

SECTION 105.2 - PLANS AND SHOP DRAWINGS: The number of copies of shop drawings required for review and/or approval shall be as follows:

Initial submittal: Three (3) copies. One (1) copy will be returned to the Contractor.

Final submittal: Five (5) copies. Two (2) copies will be returned to the Contractor.

SECTION 105.6 - COOPERATION WITH UTILITIES: 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
Mountain Bell Telephone Company.....	263-3219
Salt River Project.....	273-2202
Arizona Public Service.....	271-7014
Location Staking (A.P.S., Mtn. Bell, S.R.P.).....	263-1100
City of Glendale.....	931-5673
Maricopa County High Department.....	262-3631

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

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

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

SECTION 108.9 FAILURE TO COMPLETE ON TIME: The amount of \$350.00 per calendar day, or the actual cost per calendar day incurred by the District for Engineering and Inspection Services on this project, whichever is less, will be added to the daily charges as indicated by TABLE 108, LIQUIDATED DAMAGES, and will be deducted from monies due or to become due to the contractor for each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer.

Section 107.2 - Permits

Contractor shall be required to comply with the Salt River Valley Water Users' Association permits for crossing their facilities. A request has been submitted for these permits. Work in S.R.V.W.U.A. right-of-way to be done only after securing a construction clearance from Transmission Watermaster at 273-5836.

The City of Glendale may require construction permits. These permits if required, will be issued without charge.

Section 109 - Measurements and Payments

Quantities shown on the Plans, stated or implied in the Specifications or elsewhere in the Contract Documents, are approximate only. The actual quantity required to complete the work of any Item indicated in the Proposal, including Lump Sum Items, shall be furnished by the Contractor and measurement and payment will be in accordance with M.A.G. Specification Section 109.

Section 206 - Structural Excavation and Backfill

No payment will be made for structural Excavation including caisson drilling and backfill as such; the cost thereof, shall be included in the price bid for other items.

The area behind the abutments and below the approach slabs shall be backfilled where required and compacted in accordance with Section 211 of M.A.G. Specifications, except the required uniform density shall be 100 percent. No payment will be made for Special Backfill as such; the cost thereof, shall be included in the price bid for other items.

Section 350 - Removal of Existing Improvements

Where portions of the existing concrete structures are to be removed, as shown or indicated on the plans or as directed by the Engineer, the Contractor will be required to comply with the following provisions. These shall also apply for removal of any portion of unsatisfactory new work that must be replaced.

Before beginning concrete removal operations involving the removal of a portion of a monolithic concrete element, a saw cut approximately one inch deep shall be made to a true line along the limits of removal on all faces of the element which will be visible in the completed work. The concrete shall be carefully removed leaving a clean; plane surface for bonding new concrete. If the edge of any existing concrete to be joined with new work is damaged in any way by the Contractor's operations, the existing concrete shall be cut back further and replaced.

Existing reinforcement that is to be incorporated in new work shall be protected from damage and shall be thoroughly cleaned of all adhering material before being imbedded in new concrete. Any damage to this reinforcement shall be repaired by welding, or other approved means, to the satisfaction of the Engineer.

All concrete reinforcing steel and other items removed in accordance with this section shall be disposed of away from the project site by the Contractor.

Section 401 - Traffic Control

The Contractor shall provide traffic control and final signing and striping in accordance with the City of Phoenix Traffic Barricade Manual and M.A.G. Uniform Standard Specifications.

The Contractor shall provide and maintain a temporary jersey barrier along both cut edges of the bridge for the duration of project construction. The precise location and installation of the barriers shall be as approved by the Engineer.

Construction Special Provisions, Cont'd.
Re: Project No. FCD 83-40

Section 401 - Traffic Control (Cont'd.)

The Contractor, at all times, shall maintain a minimum 22-foot clear roadway width across the bridge with a posted speed limit of 25 M.P.H. The Contractor shall provide and maintain adequate signing along the canal bank roads on each side to insure the safety of S.R.P. personnel using these roads. No separate payment will be made for Traffic Control, signing and striping.

Section 502 - Caissons

Caissons shall be constructed in accordance with the details in the plans. Measurement for payment of caissons shall be by the lineal foot for the length from the bottom of the cap beam to the bottom of each caisson. The price bid per lineal foot shall consist of furnishing all materials including concrete and steel reinforcement for each caisson complete in place.

Section 505.5 - Placing Reinforcement

Dowels shall be placed as indicated in the Plans. No payment will be made for Placing Dowels as such; the cost thereof, shall be included in the price bid for other items. Furnishing of dowels shall be paid for as reinforcing steel.

Section 525 - Pneumatically Placed Mortar

New canal lining shall be constructed within the limits shown on Sheet 2 of the contract plans and in accordance with Item B.7 of S.R.V.W.U.A. "General Bridge Specifications", included herein.

S.R.V.W.U.A.
GENERAL BRIDGE SPECIFICATIONS

The term "Engineer" as used in these specifications shall mean the Assistant General Manager-Water or his duly authorized representative.

1. All work is to be in conformance with S.R.V.W.U.A. License issued for this project. If the plans and specification prepared by the Licensee differs from these specifications, these specifications shall take precedence.
2. S.R.V.W.U.A. License to be valid for time period as noted in the License. This License is for the express purpose of authorizing the construction, operation and maintenance of street or highway improvements within the canal right of way. Use of the canal right of way by the public will not be permitted without formal dedication by a separate easement requested by the Licensee and granted by the Salt River Project.
3. Elevations of proposed bridge floor and underside of bridge deck to be verified by the Engineer prior to placing concrete.
4. No concrete will be placed without prior approval of the Engineer.
5. Realignment of canal bank from existing bank to tie-in to wing wall of bridge not to exceed a 4 to 1 taper.
6. Exact alignment and length of retaining walls or wing walls, if required, will be established in the field by the Engineer prior to setting forms. If canal bank is disturbed during installation of retaining wall footings, bank to be reshaped and compacted, or lined, as directed by the Engineer.
7. Three inch thick hand placed concrete or 1 1/2" thick pneumatically applied lining (minimum 3000 P.S.I. 28 day strength) on canal banks under bridge to be tied to underside of bridge or abutment and to extend 3' beyond disturbed portion of bank or 3' beyond end of bridge whichever is greater, and placed over 6" x 6" w 1.4 x w 1.4 (10 gage) gage welded wire fabric, and keyed in with a 12" deep cutoff lip for full perimeter of lining (or tied to existing lining).
8. Canal bottom under bridge to be non-reinforced shotcrete or poured concrete (minimum 2000 P.S.I. 28 day strength) unless otherwise specified, extending 3' beyond disturbed portion or 3' beyond end of bridge, whichever is greater, and to be a minimum of 4" thick keyed in with a 12" deep cutoff lip for full perimeter (or tied to existing lining). If existing bottom lining does not meet this requirement, it shall be removed and replaced as specified herein.

9. All concrete, plaster or headwall to be sprayed with a white pigmented curing compound, immediately after finishing or form removal.
10. Any abandoned structures found within the zone of construction to be completely removed to the Engineer's satisfaction.
11. Any material placed in canal or other Association facilities to be completely removed to the Engineer's satisfaction.
12. Approach ramp from new bridge approach apron to canal road to have a maximum slope of 4% parallel to the canal. The approach ramp or canal road is to be graded with a maximum 2% slope from the canal bank to the edge of the canal road to facilitate drainage away from the canal. Approach ramp material to be of reasonably well graded, screened gravel or broken rock with a good distribution of all sizes of material between the 1 inch and the #200 sieve size and to be thoroughly mixed with a minimum of 20% to a maximum of 40% fines (material that will pass the #200 sieve). Material to be moistened as directed by the Engineer and compacted to a minimum of 90% Proctor density.
13. All backfill to be carefully placed in 8" uncompacted lifts and compacted to a minimum of 90% proctor density.
14. All damage to Association's facilities to be repaired by the Licensee or his Contractor to the Engineer's satisfaction. If emergency repair work is necessary or Licensee fails to complete all work covered by this License in a reasonable time as determined by the Engineer, this work will be performed by the Association and Licensee agrees to pay full cost of said work.
15. Work to be done only after securing a construction clearance from the Transmission Watermaster at 273-5836.

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

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

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

The Contractor shall take special precautions to keep the area around the bridge properly barricaded to prevent traffic from crossing the new bridge structure prior to the acceptance of the completed project by the Flood Control District Engineer.

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

CONTRACT

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

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

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

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

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

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

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

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

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF SECOND PART

By: _____
Chairman, Board of Directors

Date: _____

RECOMMENDED BY:

ATTEST:

Chief Engineer and General Manager
Flood Control District
of Maricopa County

Clerk of the Board

Date: _____

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

KNOW ALL MEN BY THESE PRESENTS:

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

_____ a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____,

(hereinafter called the Surety), as Surety, are held and firmly bound unto the Flood
Control District of Maricopa County, State of Arizona (hereinafter called the Obligee)
in the amount of _____

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

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

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

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

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

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

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

PRINCIPAL SEAL

AGENCY OF RECORD

BY: _____

AGENCY ADDRESS

SURETY SEAL

BY: _____

POWER OF ATTORNEY SEAL

BY: _____

CONTRACT NO. FCD 83-40
PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

AGENCY OF RECORD

PRINCIPAL SEAL

By: _____

AGENCY ADDRESS

SURETY SEAL

CONTRACT NO. FCD 83-40
PERFORMANCE BOND

BY: _____

POWER OF ATTORNEY SEAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 83-40

PROJECT TITLE

Cactus Road Bridge Widening
at Arizona Canal

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000 MINIMUM each occurrence	
	<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 _____