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SALT/GILA CLEARING  
SEGMENT # 5A  
FCD 83-24

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SPECIAL PROVISIONS  
FOR  
SALT-GILA RIVER CLEARING  
SEGMENT 5A

CONTRACT NO. FCD 83-24



ENGINEERING DIVISION  
LIBRARY

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 83-24

SALT-GILA RIVER CLEARING, SEGMENT 5A

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(323 AVE) TO AIRPORT RD (211th AVE)  
SHEETS 1 through 6

INVITATION FOR BIDS  
(Construction Contract)

Project: Salt-Gila River Clearing  
Segment 5 **A**

Ref. Invitation FCD 83-24  
Date: June 1, 1983  
Issued by: Flood Control District  
Maricopa County

Location: 323 Avenue to Airport Rd.  
near Buckeye, Maricopa  
County, Arizona

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:00 P.M. LOCAL TIME AT THE PLACE OF THE BID OPENING, JULY 12, 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.

A PRE-BID CONFERENCE WILL BE HELD ON JUNE 29, 1983 AT 10:00 A.M. IN THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY CONFERENCE ROOM, 3335 WEST DURANGO STREET. IT IS IN THE BEST INTEREST OF PROSPECTIVE BIDDERS TO ATTEND THE PRE-BID CONFERENCE.

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: THE PROPOSED WORK CONSISTS OF CLEARING AN AREA 1,000 FEET WIDE IN THE NATURAL STREAMBED OF THE SALT AND GILA RIVERS TO PROVIDE FOR THE UNRESTRICTED PASSAGE OF FLOODWATERS, AND OTHER MISCELLANEOUS ITEMS OF WORK REQUIRED IN CONJUNCTION WITH THE CLEARING EFFORT. THE APPROXIMATE AREA TO BE CLEARED COMPRISES 1645 ACRES.

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN ONE HUNDRED (150) CALENDAR DAYS AFTER RECEIPT OF THE NOTICE TO PROCEED.  
FIFTY

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 83-24  
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 83-24  
SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work: The proposed work is located in the natural streambed of the Gila River, near Buckeye, between 323rd Avenue and Airport Road (211th).

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 \$5.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded. Additional sets of plans are available at \$2.50 per set, not refundable.

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1645	ACRE	Clearing, grubbing, and rough grading and root cutting

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: Salt-Gila River Clearing  
Segment #5A

Invitation FCD 83-24  
Date: June 1, 1983

Location: Vicinity of 323rd Avenue to Airport Rd.  
(211th Ave.) near Buckeye, Maricopa County, Arizona

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

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

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

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

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

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

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

BIDDING SCHEDULE

Project: Salt-Gila Clearing  
Segment #5A

Contract: FCD 83-24

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
1	1645	Acre	Clearing, grubbing, rough grading, and root cutting.			

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  
FOR  
SALT-GILA RIVER CLEARING, SEGMENT #5A  
CONTRACT FCD 83-24

PROPOSED WORK: The proposed work consists of clearing a 1,000 foot wide area in the natural streambed of the Salt and Gila Rivers and other miscellaneous items of work required to provide for the unrestricted passage of flood waters. Approximately 45 percent of the area included in this contract has had previous clearing and grubbing work accomplished within the past year. It is recommended that all bidders carefully review these work areas in the field in order to correctly evaluate the work remaining to meet the specifications of this contract.

SPECIFICATIONS: The work embraced herein and as shown on the plans for the construction of this project shall be done in accordance with the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction dated 1979 and the Construction Special Provisions contained herein.

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).

CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within One Hundred and Fifty (150) days after the date of Notice to Proceed.

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

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

ITEM COMMENTS: The herein contained Construction Special Provisions supplement the Uniform Standard Specifications; however, in case of conflict, these Special Provisions supersede the Uniform Standard Specifications.

GENERAL COMMENT: 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.

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.

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 likewise approved by the Board of Directors of the Flood Control District of Maricopa County.

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

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

SUBSECTION 105.6 - COOPERATION WITH UTILITIES:

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

Mountain Bell Telephone Company	263-3219
Salt River Project	273-2202
Arizona Public Service	271-7014
Location Staking (APS, Mt. Bell, SRP) Blue Stakes	263-1100
Buckeye Irrigation District	1-386-2196

SUBSECTION 103.6 (A) - CONTRACTOR'S INSURANCE: The contractor shall provide certified evidence of Public Liability and Property Damage Insurance as indicated.

SUBSECTION 108.7 - DETERMINATION AND EXTENSION OF CONTRACT TIME:

The contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from responsibility for successfully performing the work without additional expense to the Flood Control District. The Flood Control District assumes no responsibility for understandings, representations, or predictions concerning conditions of the work area during the period of the contract.

If performance of all or any part of the work is suspended, delayed, or interrupted by weather conditions or by a rise in the water level causing unstable ground conditions, an extension of the period for contract performance equal to the lost days will be granted by the Flood Control District. No claim for additional costs incurred because of such delay will be allowed.

If the contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. If the Engineer determines that the contractor has proceeded with such diligence as would normally have ensured completion within the contract time, and that reasons stated to justify a time extension are valid, he may extend the time for completion in such amount as conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SECTION 109 - MEASUREMENT AND PAYMENTS:

Payment shall be made as directed in the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction. Costs for all work for which there is no specific pay item shall be included in the items for which a pay quantity exists. Monthly Progress Payments of ninety percent (90%) of the agreed to value of the work accomplished shall be made by the District is requested.

SECTION 201 - CLEARING AND GRUBBING:

Scope: This work shall consist of clearing and grubbing, root cutting and grading type operations in designated areas for the removal of trees, snags, logs, stumps, shrubs, rubbish, and debris and shaping of the cleared area for drainage. All stumps, roots and root clusters having a diameter of one inch or larger shall be grubbed or root cut to a depth of at least two feet below the surface elevation of the finished clearing.

Method: The area will be cleared, grubbed to a depth of two feet by use of a deep chisel-like ripping or rooting device that cuts the plant stem and roots. A root rake or brush blade will be used in conjunction with the ripping or rooting device to separate brush and debris from soil and noncombustible materials. Work on the acreage to be root cut to a depth of two feet shall be initiated no later than when 25 percent of the contract clearing and grubbing acreage has been accomplished and this relationship shall at least be maintained throughout the contract period. Plowing and discing and the use of herbicides is not acceptable.

Marking: The Flood Control District of Maricopa County will establish points along one boundary line of the area to be cleared. These points will be located in the field by the use of the aerial photograph drawings and will be set at random distances, no greater than one-eighth of a mile; however, no actual measurements will be made, and the distance between points may vary. The points may vary in alignment, but will be sufficiently accurate for the nature of this project. If any point appears out of position to such an extent as to be questionable, the location should be verified by the contractor prior to proceeding with the work.

At the convenience of the District, points on alternate boundary lines may be located, depending on accessibility and the amount and size of the vegetation. Points established will be plainly marked as to which boundary, such as "Right Boundary" or Left Boundary," looking in the direction of flow.

The contractor shall be responsible to maintain the points established along the boundary line(s) and to provide intermediate points as necessary to define the area to be cleared in the field by means of stakes, flagging, tree marking, or other suitable methods.

Trees that are to be left standing and uninjured will be designated by the District's representative by a special marking placed on the tree trunk at a height of about six feet above the ground surface. Areas to be left undisturbed are designated on the drawings and will be identified in the field by the District's representative by special flagging.

Disposal: All combustible materials from the cleared and grubbed area shall be burned, chipped, or removed from the site, unless otherwise noted on the drawings as areas where vegetative debris will be incorporated into a berm. Acquisition of a burning permit(s) is the responsibility of the contractor. Burning shall be initiated only in compliance with the restrictions of the Air Pollution Control Agency and Maricopa County Health Department. Debris of other than a woody nature will not be burned, e.g., tires, rubber, and heavy plastic products. Burning shall be accomplished in such a manner and in those locations to cause the least risk of the fire spreading. All burning shall be thorough so that the materials are reduced to ash. No logs, branches, stumps, or charred pieces larger than 2 inches in diameter and 2 feet long shall be permitted to remain. The contractor shall take special precautions to prevent the fire from spreading outside the cleared area and shall be responsible for any damages caused by his burning operations. The contractor shall have available at all times a suitable supply of axes, saws, mattocks, shovels, and other equipment and personnel necessary for use in fire suppression operations.

Noncombustible debris, rubbish, and heavy waterlogged materials that will not satisfactorily burn, will be removed from the work site and disposed of in a sanitary landfill or other site not within a floodplain as approved by the Engineer. No materials will be buried within cleared area or the adjacent floodplain. A Maricopa County sanitary landfill located near Rainbow Valley can be used. The Landfill Fee schedule is available upon request.

Vegetative Debris Berms: Two hundred foot wide strips have been indicated on the drawings in which vegetative debris will be windrowed to form a berm along the adjacent R/W limit. Combustible materials within these areas will not be burned.

Grading: The cleared area shall be rough graded to provide for storm drainage into existing channels as indicated on the drawings. The grading of the clearing areas will be accomplished in such manner to accommodate the drainage of small side channels flowing from outside the clearing area into an existing channels. Material excavated in the process of grading shall be spread out over the clearing areas in such manner to facilitate storm drainage; no berms shall be created at the edge of the clearing area to hinder drainage from outside of the clearing. Where the cleared area is intersected by a road crossing, grading of the clearing areas will transition to roadway shoulder in a manner to minimize the safety hazard of a steep dropoff.

Removal of Minerals and Salvageable Items: No natural minerals (sand and gravel) shall be removed from the work site for use by the contractor or for resale. Debris items or materials having a salvage value may be removed from the cleared area as property of the contractor subject to claim by the landowner. Trees and logs suitable to cutting and trimming for fireplace wood may be segregated and made available to the landowner, if requested. No such materials shall be used or removed from the site by the contractor for resale.

Measurement: The gross acreage to be cleared on this project has been determined by the District based on a scaled distance on the aerial photographs along a centerline beginning at the easterly line of Section 27, T1S,R5W, G&SRB&M (323rd Ave.) and ending at a north-south line approximately 1500' east of Airport Road (211th Ave.) in Section 7, T1S,R2W, G&SRB&M.

The gross area to be cleared does not include areas to be left undisturbed in the vicinity of the State Route 85 bridge, as indicated on the drawings.

The gross area actually cleared for payment purposes ~~will be cleared for payment purposes~~ will be calculated from the aerial photographs based on scaled distances along the centerline as agreed upon by the District and the Contractor.

Payment: Payment for the clearing operation will be made at the unit price per acre bid in the schedule, which price shall include the cost of all labor, materials, equipment, transportation, permits, and incidentals required for performing the work as shown on the drawings as specified.

Contractor's Work Area: The contractor's work area shall be limited to the area to be cleared as shown on the drawings. Access to the clearing area shall be limited to existing highway right-of-way crossings or other access as shown on the drawings. Special care shall be exercised to preclude damage or destruction of trees and vegetation outside of the clearing area.

Vehicular Inspection Road: The contractor shall construct an access road suitable for use by four wheel drive vehicles, the purpose of which shall be for use by the District to conduct future inspections of the cleared area. The road shall be constructed along the north boundary of the cleared area, within the right-of-way and adjacent to the inside toe of slope of the vegetative debris berms where they exist. The road construction shall consist only of blading within the limits of this project. Horizontal or vertical control will not be required. Minimum width shall be 10 feet.

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: \_\_\_\_\_

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: \_\_\_\_\_



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 Oblige) 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

CONTRACT NO. FCD 83-24  
PAYMENT BOND

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. FCD 83-24  
PERFORMANCE BOND

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 83-24

PROJECT TITLE Salt/Gila River Clearing, Segment 5A

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000	
				MINIMUM	each occurrence
	<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 \$500 each occurrence \$1,000 PROPERTY DAMAGE \$500 OR BODILY INJURY AND PROPERTY DAMAGE Combined \$1,000	
	<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