

Property of
Flood Control District of MC Library
Please Return to
2601 W. McDowell
Phoenix, AZ 85009

**SPOOK HILL
POWER LINE
AND
RITTENHOUSE
FRS
FCD-82-26**

A300.501

SPECIAL PROVISIONS
FOR
GRADE AND PLATE
SPOOKHILL, POWERLINE AND RITTENHOUSE
FLOOD RETARDING STRUCTURES

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Please Return to
2801 W. Durango
Phoenix, AZ 85009

CONTRACT NO. FCD 82-26



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 82-26

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INVITATION FOR BIDS
(Construction Contract)

Project: Grade and Plate Spook Hill,
Powerline and Rittenhouse Flood
Retarding Structures

Ref. Invitation FCD 82-26
Date: July 16, 1982
Issued by: Flood Control District
Maricopa County

Location:

Spook Hill F.R.S.-East of Bush Hwy., North of McDowell Rd to South of Brown Rd.
Powerline F.R.S.-East of Ironwood Rd. South of Baseline Rd to North of Elliot Rd.
(Pinal Co.)

Rittenhouse F.R.S.-East of Ironwood Rd, South of Pecos Rd. to Ocotillo Rd. (Pinal Co.)

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, SEPTEMBER 7, 1982, 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, CASHIER'S 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:

Grading of the crests of Spook Hill, Powerline and Rittenhouse Flood Retarding Structures, furnishing and placing plating material, applying water and rolling within the limits as indicated by the drawings.

Plating material may consist of Crushed Aggregate, Processed Natural Material or Decomposed Granite at the bidder's option. No preference is specified for this project.

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED WITHIN SIXTY (60) 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 82-26
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.

Bids shall be submitted for one only type of material, (A) Crushed Aggregate, or (B) Processed Natural Material, or (C) Decomposed Granite, for each structure on the bid schedule. It is not necessary that the same type of material be bid for each structure.

Bidders will acknowledge the receipt of and agree that the proposal submitted is based on any Addenda issued with or subsequent to the receipt of the proposal pamphlet.

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 82-26
SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work

Spook Hill F.R.S.-Township 1 and 2 North, Range 7 East. (East of Bush Hwy, North of McDowell Rd. to South of Brown Rd.)

Powerline F.R.S.-Township 1 South, Range 8 East. (East of Ironwood Rd., South of Baseline Rd. to North of Elliot Rd.) (Pinal County)

Rittenhouse F.R.S.-Township 2 South, Range 8 East. (East of Ironwood Rd., South of Pecos Rd. to Ocotillo Rd.) (Pinal County). Township and Range from Gila and Salt River Base and Meridian.

Project Bid Range. The anticipated cost of work under this contract is anticipated to range from \$30,000 to \$50,000.

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.

APPROXIMATE QUANTITY

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
26,700	Lin. Ft.	Grade, place plating material, apply water and roll, either (A), (B) or (C), as noted on Bidding Schedule for Spook Hill Powerline and Rittenhouse Flood Retarding structures.

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: Grade and Plate Spookhill
Powerline and Rittenhouse Flood
Retarding Structures

Invitation FCD 82-26
Date: July 16, 1982

Location: Spookhill F.R.S.
Powerline F.R.S.
Rittenhouse F.R.S.

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 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: Grade and Plate Spook Hill,
Powerline and Rittenhouse
Flood Retarding Structures

Contract: FCD 82-26

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
1-Spook Hill F.R.S.	13,200	Lin. Ft.	Grade, place plating Material, water & roll.			
			(A) Crushed Aggregate			
			(B) Processed Natural Material			
			(C) Decomposed Granite			
2-Powerline F.R.S.	6,500	Lin. Ft.	Grade, place plating material, water & roll.			
			(A) Crushed Aggregate			
			(B) Processed Natural Material			
			(C) Decomposed Granite			
3-Rittenhouse F.R.S.	7,000	Lin. Ft.	Grade, place plating material, water & roll.			
			(A) Crushed Aggregate			
			(B) Processed Natural Material			
			(C) Decomposed Granite			
NOTE: Submit bids for one only (A), (B) or (C), for each structure, and for thickness shown on Typical section.						

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 _____ 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

CONTRACT FCD 82-26

PROPOSED WORK: The proposed work consists of grading the crests of existing flood retarding structures to remove surface irregularities and the placing, spreading and applying water to the material selected for surfacing, (A) Crushed Aggregate, (B) Processed Natural Material or (C) Decomposed Granite, for use as maintenance roadways. Line and grade control will not be required.

LOCATION OF WORK: The proposed work is located at the Spook Hill Flood Retarding Structure, Township 1 and 2 North, Range 7 East; the Powerline Flood Retarding Structure, Township 1 South, Range 8 East; and the Rittenhouse Flood Retarding Structure, Township 2 South, Range 8 East,, Township and Range from the Gila and Salt River Base and Meridian.

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.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT NO. FCD 82-26

Page 1 of 5

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 sixty (60) calendar days after the date of Notice to Proceed.

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

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

ITEM CONTENTS: 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 otherwise approved by the Board of Directors of the Flood Control District of Maricopa County.

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

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

SUBSECTION 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

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 the 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.

SUBSECTION 102.4 - EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

Access to actual work sites on the crests of the structures is restricted by locked gates at access points. These gates will be left unlocked during the hours of 7:00 a.m. to 2:00 p.m. on August 30 and 31, 1982 for inspection by prospective bidders. It is requested that anyone examining these sites close the gates after passing through. The 14-foot width of crest on these structures will make passing of vehicles difficult. Travel from north to south along the crests and return by other routes would minimize the problem. Marked and flagged lath will be placed to indicate the work limits on each structure.

SUBSECTION 107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

It should be noted by prospective bidders that the Spookhill F.R.S. is equipped with a watering system to maintain the vegetation on the slopes and along the base. Sprinkler heads and valve boxes, which are part of this system, are located along both sides of the crest of the structure and will require care during the execution of the work to prevent damage. Any damage resulting from the contractor's operations will be repaired by the Flood Control District and the cost charged to the contractor.

Settlement monuments in place on the Spookhill F.R.S. will be located and marked by the Flood Control District. Lath will be placed on each side of the crest of the structure, directly opposite each monument, and plainly marked to denote the presence of a monument. Monuments will be uncovered by the Flood Control District and should remain uncovered until immediately prior to the placement of the plating material. Grading operations should not be done within 5 feet each side of monuments and care should be taken to have no wheel loads pass directly over monuments. Trangulation stations and reference monuments have been set by the Arizona Department of Transportation on the Powerline and Rittenhouse Flood Retarding Structures. These will be referenced in the field with lath and flagging set by the Flood Control District. Grading operations should not be done within 5 feet of these stations and reference monuments, and no wheel loads should pass over them.

Other reference and settlement monuments have been placed by the U. S. Coast and Geodetic Survey on the Powerline Flood Retarding Structure. These monuments consist of capped pipes that extend approximately six inches out of the ground. One row of monuments crosses the structure transversely and another row generally follows the upstream toe of the structure. All of these monuments will be referenced by the Flood Control District with lath and flagging so that they may be avoided by the contractor during the course of construction on this project.

SECTION 109 - MEASUREMENTS AND PAYMENTS

Measurement for payment shall be made for the actual work completed as determined by the Engineer. Payment will be made at the unit price per lineal foot bid, which price shall include the cost of all labor, materials, tools, equipment, transportation, permits, and incidentals required for performing the work as specified. Monthly Progress Payments of ninety percent (90%) of the agreed to the value of the work accomplished shall be made by the District if requested.

Measurements of thickness and width of the plating material will be made after completion of the project to determine compliance with the specifications. Any deficiencies in thickness or width shall be corrected by the contractor before acceptance of the project by the Flood Control District.

The specified width is twelve (12) feet for any of the materials used and the specified thickness is four (4) inches of Crushed Aggregate or Processed Natural Material, or three (3) inches of Decomposed Granite.

SECTION 225 - WATERING

Watering shall consist of sprinkling the crest of the structure prior to the grading operation and after the placing and spreading of the untreated base material. The final application of water shall be such that the untreated base will be thoroughly wetted prior to the rolling operation. The cost of watering will be included in the bid price for the items listed.

SECTION 301 - SUBGRADE PREPARATION

Subgrade preparation shall consist of grading the crests of the flood retarding structures. The grading will be done for the purpose of smoothing the surface only and not for any extensive excavation or filling operation. Line and grade control will not be required; however, the completed project shall be centered, as near as practicable, on the crest of the structure.

The Spook Hill and Rittenhouse structures shall be graded from the outside edges toward the center in order to maintain the crown as originally constructed. The Powerline structure shall be graded sloping downward toward the upstream face as originally constructed. Any vegetation remaining after grading of all structures shall be removed and all loose vegetation that has accumulated from the grading operation shall be removed prior to the placing of untreated base.

SECTION 310 - UNTREATED BASE

Untreated base shall consist of furnishing and placing Crushed Aggregate, Processed Natural Material or Decomposed Granite. The Contractor will furnish information to the Flood Control District indicating that the source of material to be used for untreated base on this project meets the requirements of Section 702, BASE MATERIALS, of the MAG Specifications. This information may consist of the results of previous tests, approvals, or other information deemed acceptable by the Flood Control District. Untreated Base shall be compacted to a relative density of not less than 85 percent as determined under Section 301 of the MAG Specifications. The minimum width of the untreated base shall be 12 feet and the minimum thickness shall be 4 inches for Crushed Aggregate or Processed Natural Material and 3 inches for Decomposed Granite.

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 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

BY: _____

CONTRACT NO. FCD 82-26
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

BY: _____

CONTRACT NO. FCD 82-26
PERFORMANCE BOND

POWER OF ATTORNEY SEAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD

The _____ Certifies that the following insurance policies have been issued on behalf of _____

Name of Insured _____

Address of Insured _____

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
(1) Workmen's Compensation				Statutory
(2) Contractor(s) Protective Bodily Injury				\$500,000 Each Occurrence
(2) Contractor(s) Protective Property Damage				\$100,000 Each Accident \$100,000 Aggregate
(3) Contractual Bodily Injury				\$500,000 Each Occurrence
(3) Contractual Property Damage				\$100,000 Each Accident \$100,000 Aggregate
(4) Automobile Bodily Injury & Property Damage				\$500,000 Each Occurrence

When the project includes construction of a new, or modification of an existing building (in addition to the above types):

- (5) Fire and Extended Coverage plus Vandalism and Malicious Mischief For the Full Amount of the Contract, with the Flood Control District of Maricopa County named as an additional insured.

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
(6) Umbrella Coverage				\$1,000,000

Policy Includes Coverage For:

- (1) a. Damage caused by blasting
b. Damage caused by collapse or structural injury
c. Damage to underground utilities
- (2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
- (3) All owned, hired, or non-owned automotive equipment used in connection with the insured operation.

● It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Flood Control District of Maricopa County.

It is further agreed that:

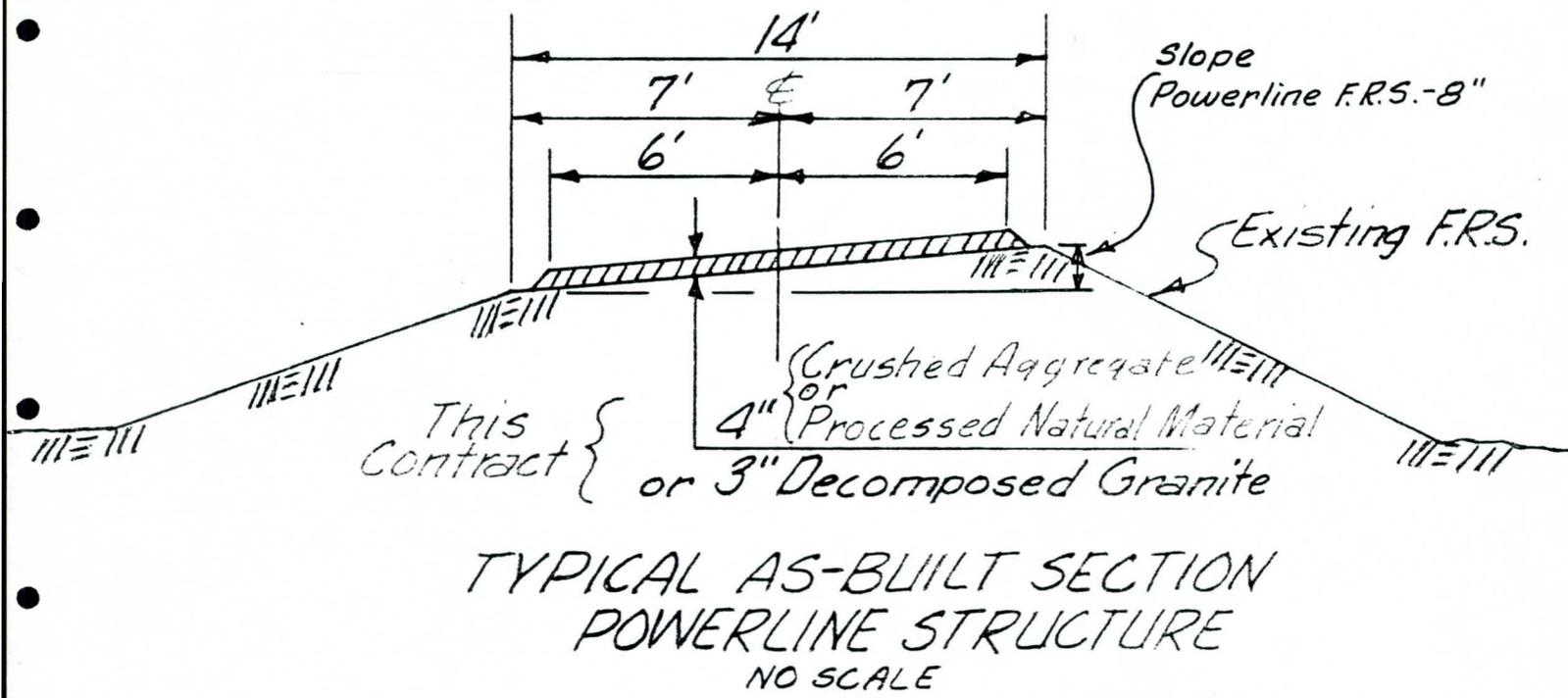
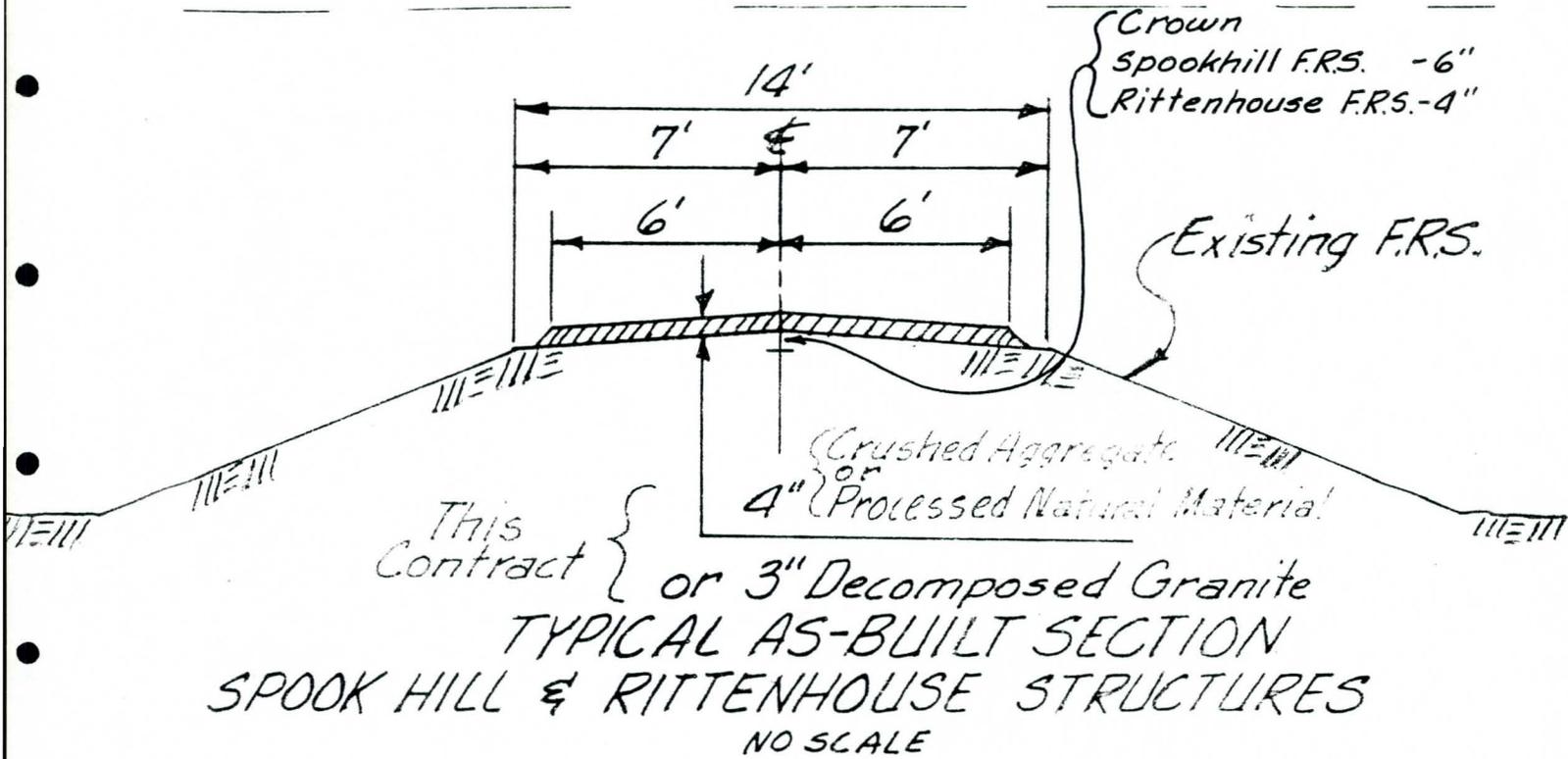
● (1) These policies shall not expire until all work has been completed and the project has been accepted by the Flood Control District of Maricopa County. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Flood Control District of Maricopa County not less than five days prior to expiration date.)

● The Contractor hereby agrees to indemnify and save harmless the Flood Control District of Maricopa County, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents, and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workman's Compensation laws or any other law, bylaw, ordinance, or order or decree.

● This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date _____ Countersigned by _____

Signature



YAVAPAI

WICKENBURG

Sunset Dam
Sunnycove Dam

CO.

Waddell Dam

Horseshoe Dam

Reach 9 Dam

Now River Dam

Adobe Dam

Cave Buttes Dam

Bartlett Dam

Jackrabbit Wash

Aqueduct

70

(C&P)

McMicken Dam

Luke A.F.B.

White Tanks Project

Buckeye Project

PHOENIX

Dreamy Draw Dam

Indian Bend Wash Project

Paradise Valley Dike

Overton Channel

Indian Bend Wash Project

OLD CROSS CUT CANAL

ARIANT DRAIN

Granite Reef Dam

Spock Hill Dam

FORT McDOWELL INDIAN RESERVATION

SALT RIVER INDIAN RESERVATION

Stewart Mtn. Dam

Mormon Flat Dam

Horse Mesa Dam

Orme Dam Site

Marquahala Dam

Marquahala Project

Tonopah Dam

Granite

110

Maricopa County
Flood Control District

Reef River

Massyampa River

Agua Fria River

Gila River

Gilispie Dam

Gila River

Painted Rock Dam

Waterman Wash

Western Guadalupe Dam

GILA RIVER

GILA RIVER

GILA RIVER

Green Wash

Green Wash

Green Wash

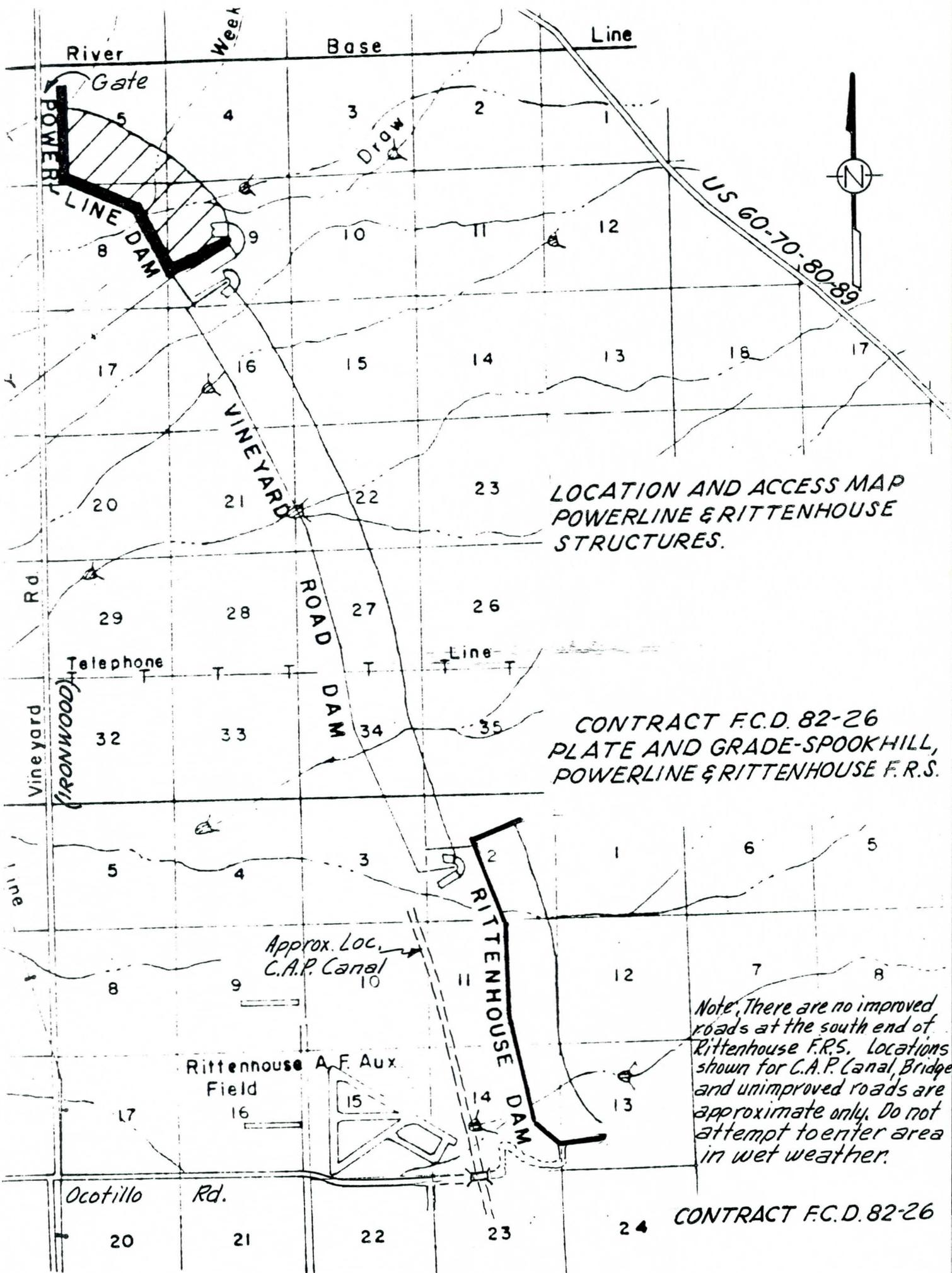
Western Guadalupe Dam

LEGEND
— COMPLETED
--- UNDER CONSTRUCTION
- - - PLANNED



CONTRACT F.C.D. 82-26

GENERAL LOCATION MAP
FLOOD CONTROL STRUCTURES

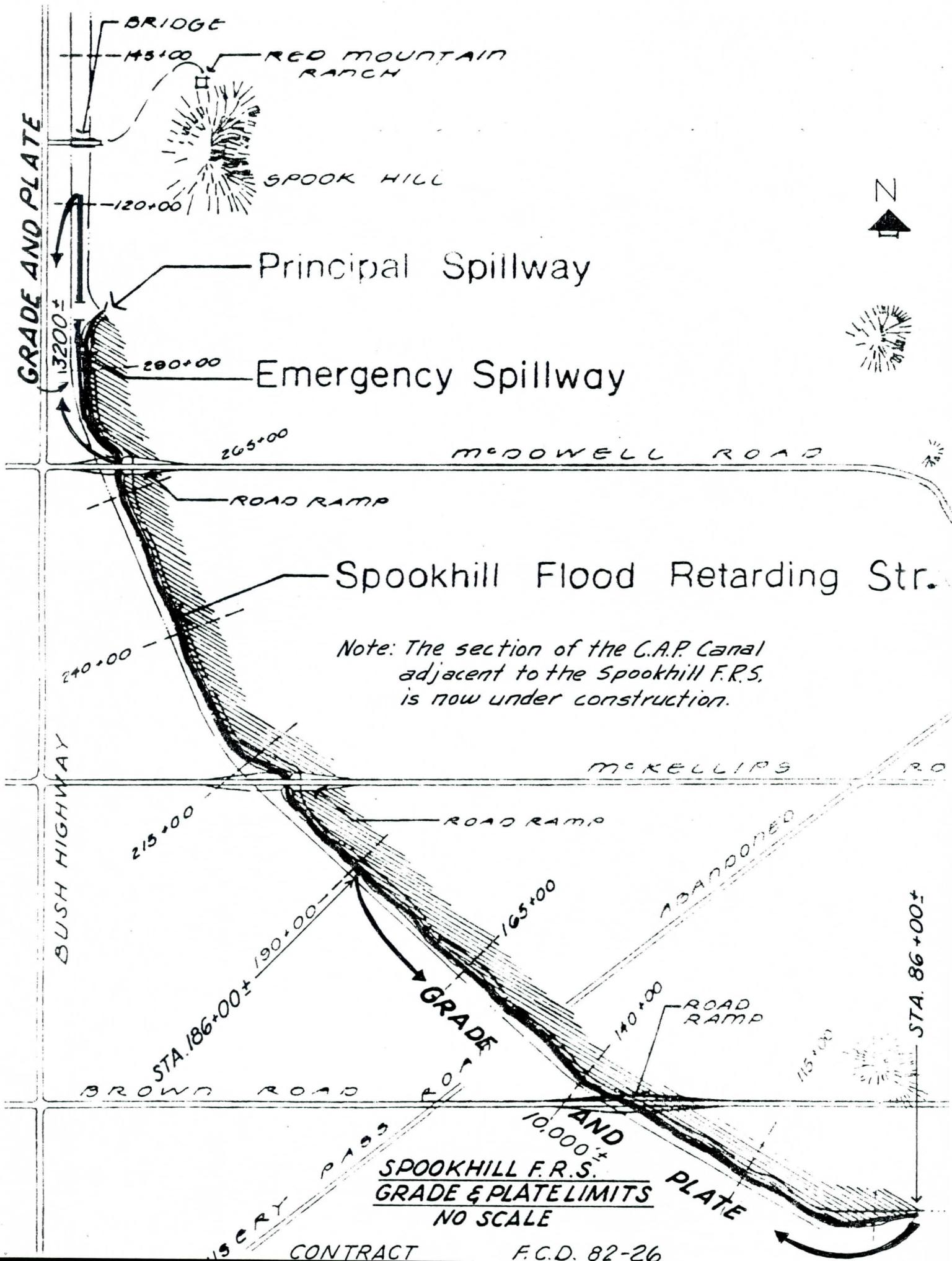


LOCATION AND ACCESS MAP
POWERLINE & RITTENHOUSE
STRUCTURES.

CONTRACT F.C.D. 82-26
PLATE AND GRADE-SPOOKHILL,
POWERLINE & RITTENHOUSE F.R.S.

Note: There are no improved roads at the south end of Rittenhouse F.R.S. Locations shown for C.A.P. Canal, Bridge and unimproved roads are approximate only. Do not attempt to enter area in wet weather.

CONTRACT F.C.D. 82-26



BRIDGE

145+00

RED MOUNTAIN RANCH

SPOOK HILL

120+00

Principal Spillway

GRADE AND PLATE

280+00

Emergency Spillway

265+00

McDOWELL ROAD

ROAD RAMP

Spookhill Flood Retarding Str.

Note: The section of the C.A.P. Canal adjacent to the Spookhill F.R.S. is now under construction.

240+00

BUSH HIGHWAY

McKELLIPS ROAD

215+00

ROAD RAMP

ABANDONED

STA. 186+00±

GRADE

165+00

ROAD RAMP

BROWN ROAD

140+00

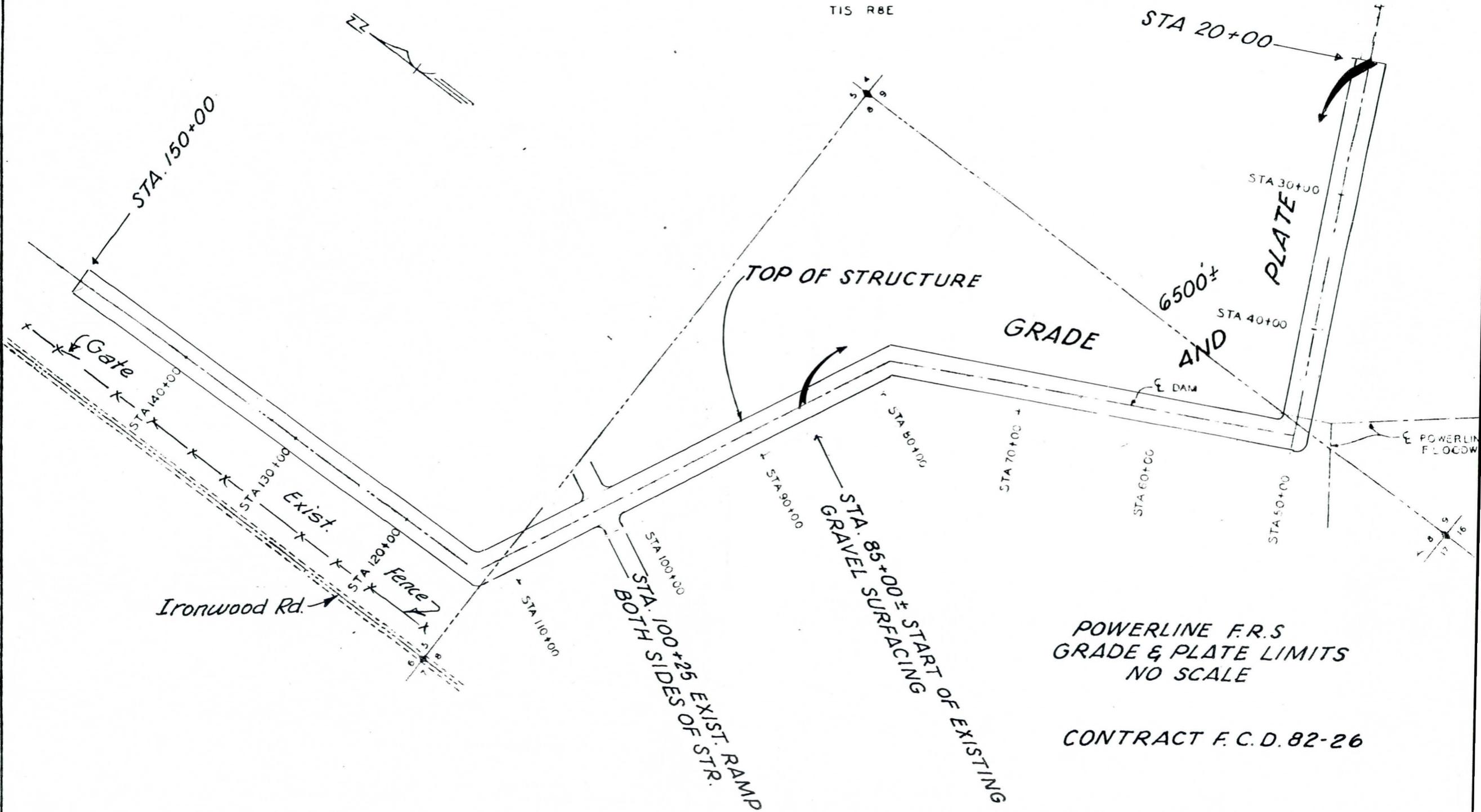
STA. 86+00±

SPOOKHILL F.R.S.
GRADE & PLATE LIMITS
NO SCALE

CONTRACT

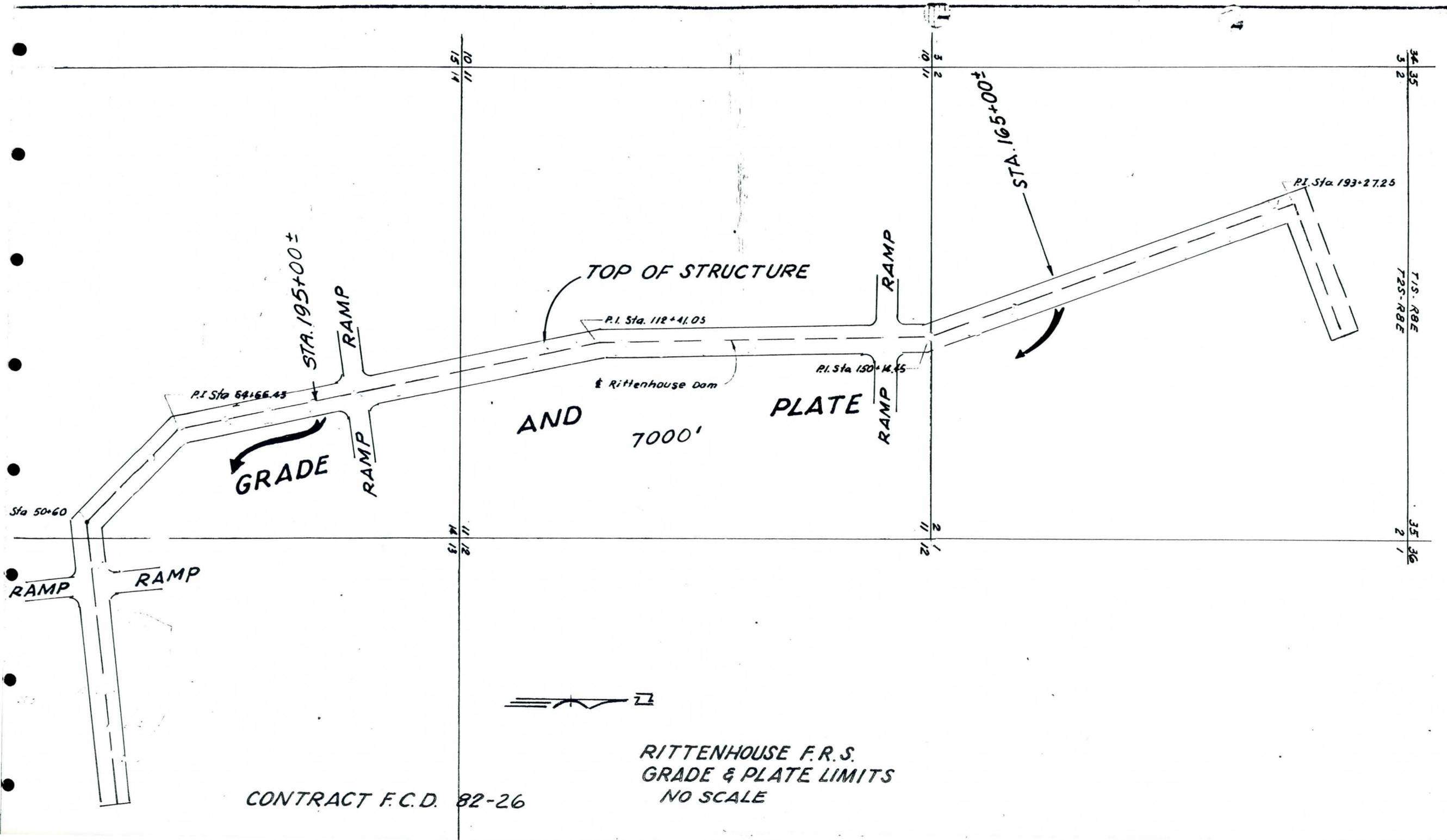
F.C.D. 82-26





POWERLINE F.R.S
 GRADE & PLATE LIMITS
 NO SCALE

CONTRACT F. C. D. 82-26



CONTRACT F.C.D. 82-26

RITTENHOUSE F.R.S.
 GRADE & PLATE LIMITS
 NO SCALE