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SPECIAL PROVISIONS
FOR
GRADE AND PLATE
CENTENNIAL LEVEE AND BUCKEYE NO. 1 FLOOD RETARDING STRUCTURE

CONTRACT NO. FCB 87-5

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



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SPECIAL PROVISIONS
FOR
GRADE AND PLATE
CENTENNIAL LEVEE AND BUCKEYE NO. 1 FLOOD RETARDING STRUCTURE

CONTRACT NO. FCD 87-5

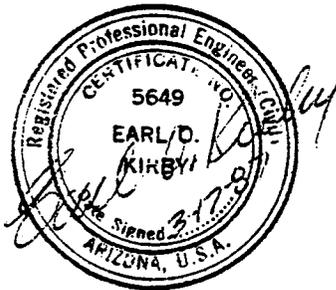
SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979 AND REVISIONS
AND SUPPLEMENTS THERETO.



FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
CONTRACT FCD 87-5

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INVITATION FOR BIDS
(Construction Contract)

Project: Grade and Plate Centennial
Levee and BUCKeye No. 1
F.R.S.

Ref. Invitation FCD 87-5
Date: March 23, 1987
Issued by: Flood Control District
of Maricopa County

Vicinity: Interstate Hwy 10 at 531st Ave;
Interstate Hwy 10 at Palo Verde Rd.
Maricopa County, Arizona

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:00 PM, LOCAL TIME AT THE PLACE OF THE BID OPENING, APRIL 8, 1987, 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 CENTENNIAL LEVEE AND BUCKEYE NO. 1 F.R.S., FURNISHING AND PLACING PLATING MATERIAL, APPLYING WATER AND ROLLING WITHIN THE LIMITS AS INDICATED BY THE DRAWINGS.

INVITATION FOR BIDS
NO. FCD 87-5

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, EDITION OF
1979 (MAG) AND 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

INVITATION FOR BIDS
NO. FCD 87-5

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 87-5
INSTRUCTIONS TO BIDDERS

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

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

INVITATION FOR BIDS
NO. FCD 87-5

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

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

Unless called for, alternate bids will not be considered.

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

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

INVITATION FOR BIDS
NO. FCD 87-5

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 87-5
SPECIAL INSTRUCTIONS TO BIDDER

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

APPROXIMATE QUANTITIES FOR PRINCIPAL ITEMS

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
34,202	LIN.FT.	GRADE, PLACE PLATING MATERIAL, WATER AND ROLL

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

Location of Work: The proposed work is located in western Maricopa County, south of Interstate Highway 10 at 531st Avenue and north of Interstate Highway 10 at Palo Verde Road.

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

INVITATION FOR BIDS
CONTRACT NO. FCD 87-5

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: Grade and Plate Centennial Invitation FCD 87-5
Levee and Buckeye No. 1 F.R.S. Date: March 23, 1987

Location: South of Interstate Hwy 10 at 531st Avenue
North of Interstate Hwy 10 at Palo Verde Rd.
Maricopa County, Arizona.

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

The following Proposal is made on behalf of _____
_____ and no others. The Total Contract amount of

this proposal is [in words] _____
_____ and _____/100 dollars, (in figures)

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

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

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

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

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 Centennial Levee
and Buckeye No. 1 F.R.S.

Contract: FCD 87-5

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
1	34,202	L.F.	Grade, Place Plating Material, Water and Roll			

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.

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its proposal for _____

NOW, THEREFORE, if the Flood Control District of Maricopa County shall accept the proposal of the Principal and the Principal shall enter into a contract with the Flood Control District of Maricopa County in accordance with the terms of such proposal and give such Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bond and Certificates of Insurance, if the Principal shall pay to the Flood Control District of Maricopa County the sum of money set forth above as liquidated damages for failure of the Principal to enter into the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, A.D., 19__.

Principal

Title

Witness:

Surety

Title

Witness:

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FOR
GRADE AND PLATE CENTENNIAL LEVEE AND BUCKEYE NO. 1 FLOOD RETARDING STRUCTURE
CONTRACT FCD 87-5

PROPOSED WORK: Grading of the crests of Centennial Levee and Buckeye No. 1 Flood Retarding Structure, furnishing and placing plating material, applying water and rolling within the limits as indicated by the drawings.

LOCATION OF WORK: Western Maricopa County, south of Interstate Hwy. 10 at 531st Avenue and north of Interstate Hwy. 10 at Palo Verde Rd. See maps.

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

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

CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within forty-five (45) days after receipt 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 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.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT NO. FCD 88-5

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.

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 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.

SUBSECTION 102.4 - EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK: Access to actual work sites is restricted by locked gates at access points. Prospective bidders wanting to examine the sites in order to make their own determination of the work involved may make arrangements to do so by contacting Earl Kirby at 262-1501.

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

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

\$ 500,000	bodily injury per person
\$1,000,000	bodily injury each occurrence
\$ 500,000	property damage

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

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

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

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

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

Flood Control District.....	262-1501
Mountain Bell Telephone Company.....	163-3219
Salt River Project.....	273-2202
Arizona Public Service.....	271-7014
Location Staking (A.P.S., Mtn. Bell, SRP).....	263-1100
Maricopa County Highway Department.....	233-8628

SUBSECTION 107.2 - PERMITS: The Contractor shall be responsible for obtaining all permits and licenses, pay all charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work. Permits for earth moving may be obtained from the Bureau of Air Pollution Control, Maricopa County Department of Health Services, 1845 E. Roosevelt, telephone number 258-6381.

SUBSECTION 108.5 - LIMITATION OF OPERATIONS: Should the Contractor elect to perform any work after regular working hours, on weekends, or legal holidays, any charges incurred by the District for inspection of the work, surveys, or tests of materials will be deducted from monies due or to become due to the Contractor.

SUBSECTION 108.9 - FAILURE TO COMPLETE ON TIME: The actual cost per calendar day incurred by the District for Consultant Administrative and Inspection Services on this project will be added to the daily charges as indicated by TABLE 108, LIQUIDATED DAMAGES, and will be deducted from monies due or to become due to the Contractor for each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer. Nothing contained in this provision shall prohibit the District from deducting from monies due or to become due to the Contractor any other costs incurred by the District directly attributable to the delay in completing this contract.

SECTION 109 - MEASUREMENT 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 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 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 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 work shall be centered, as near as practicable, on the crest of the structure.

The Buckeye No. 1 structure shall be graded from the outside edges toward the center in order to maintain the crown as originally constructed. Centennial Levee shall be graded across the slope from the lower edge toward the higher edge. 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 at the Contractors option, either 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 eighty-five (85) percent as determined under Section 301 of the MAG Specifications. The minimum width of the untreated base shall be twelve (12) feet and the minimum thickness shall be four (4) inches for Crushed Aggregate or Processed Natural Material and ~~three (3) inches for Decomposed Granite.~~

CONTRACT FCD 87-5

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

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

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

ARTICLE I-SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor,
materials, equipment, transportation, utilities, services and facilities
required to perform all work for the construction of Project No. FCD 87-5;
Grade and Plate Centennial Levee and Buckeye No. 1 F.R.S. and to complete and
totally construct the same and install the material therein for the OWNER, in a
good and workmanlike and substantial manner and to the
satisfaction of the OWNER through its Engineers and under the direction and
supervision of the Engineer, or his properly authorized agents and strictly
pursuant to and in conformity with the Plans and Specifications prepared by the
Engineers for the OWNER, and with such modifications of the same and other
documents that may be made by the OWNER through the Engineer or his properly
authorized agents, as provided herein.

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

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

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

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

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

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

_____ By: _____
Chairman, Board of Directors

Date: _____

RECOMMENDED BY:

ATTEST:

Chief Engineer and General Manager
Flood Control District
of Maricopa County

Clerk of the Board

Date: _____

LEGAL REVIEW

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

By: _____

Date: _____

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

BY: _____

AGENCY OF RECORD

SURETY SEAL

BY: _____

AGENCY ADDRESS

POWER OF ATTORNEY SEAL

BY: _____

CONTRACT NO. FCD 87-5
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____.

PRINCIPAL SEAL

AGENCY OF RECORD

BY: _____

AGENCY ADDRESS

SURETY SEAL

BY: _____

CONTRACT NO. FCD 87-5
PERFORMANCE BOND

POWER OF ATTORNEY SEAL

BY: _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

Grade and Plate Centennial Levee
and Buckeye No. 1 F.R.S.

CONTRACT FCD 87-5

PROJECT TITLE

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

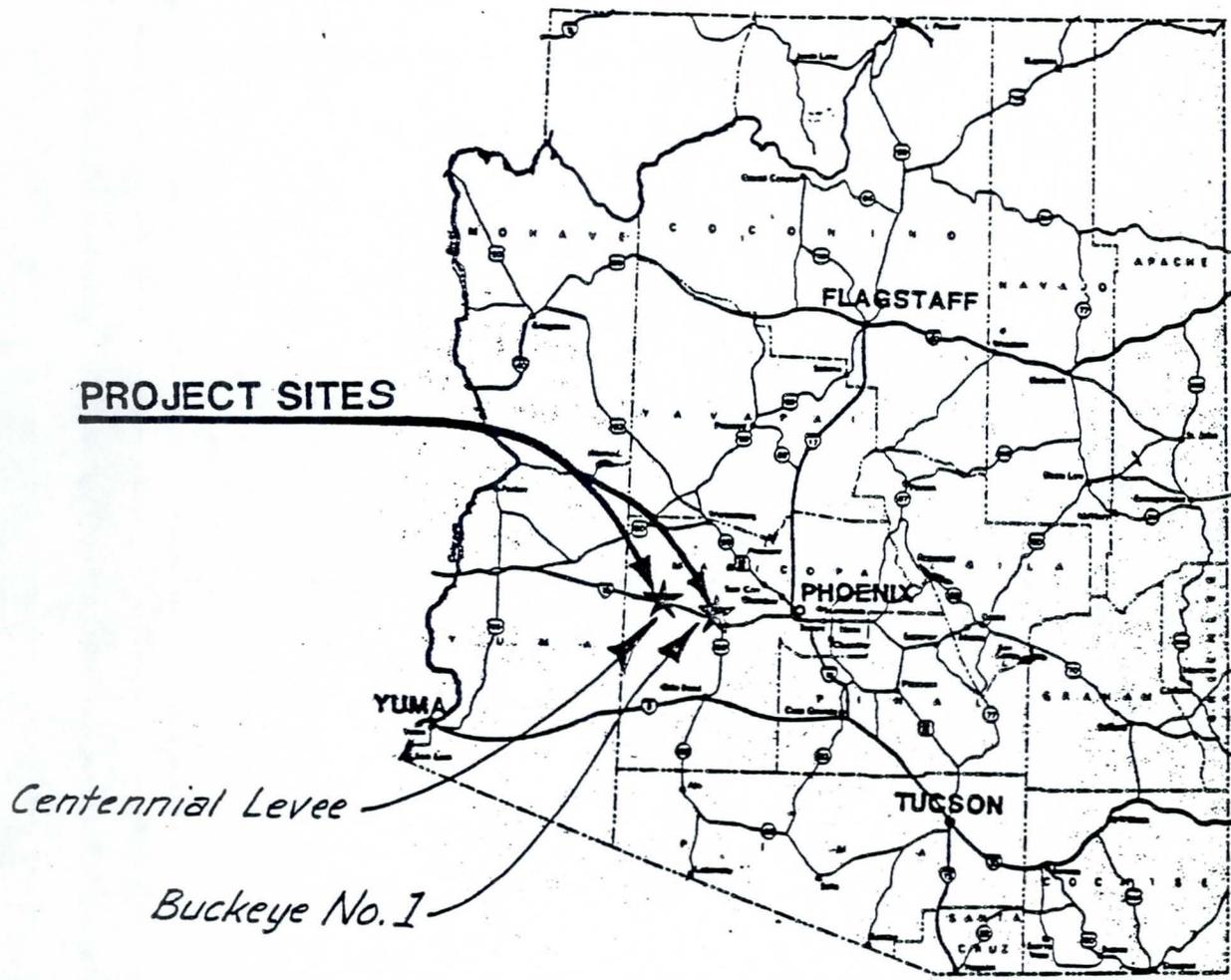
AUTHORIZED REPRESENTATIVE _____

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.

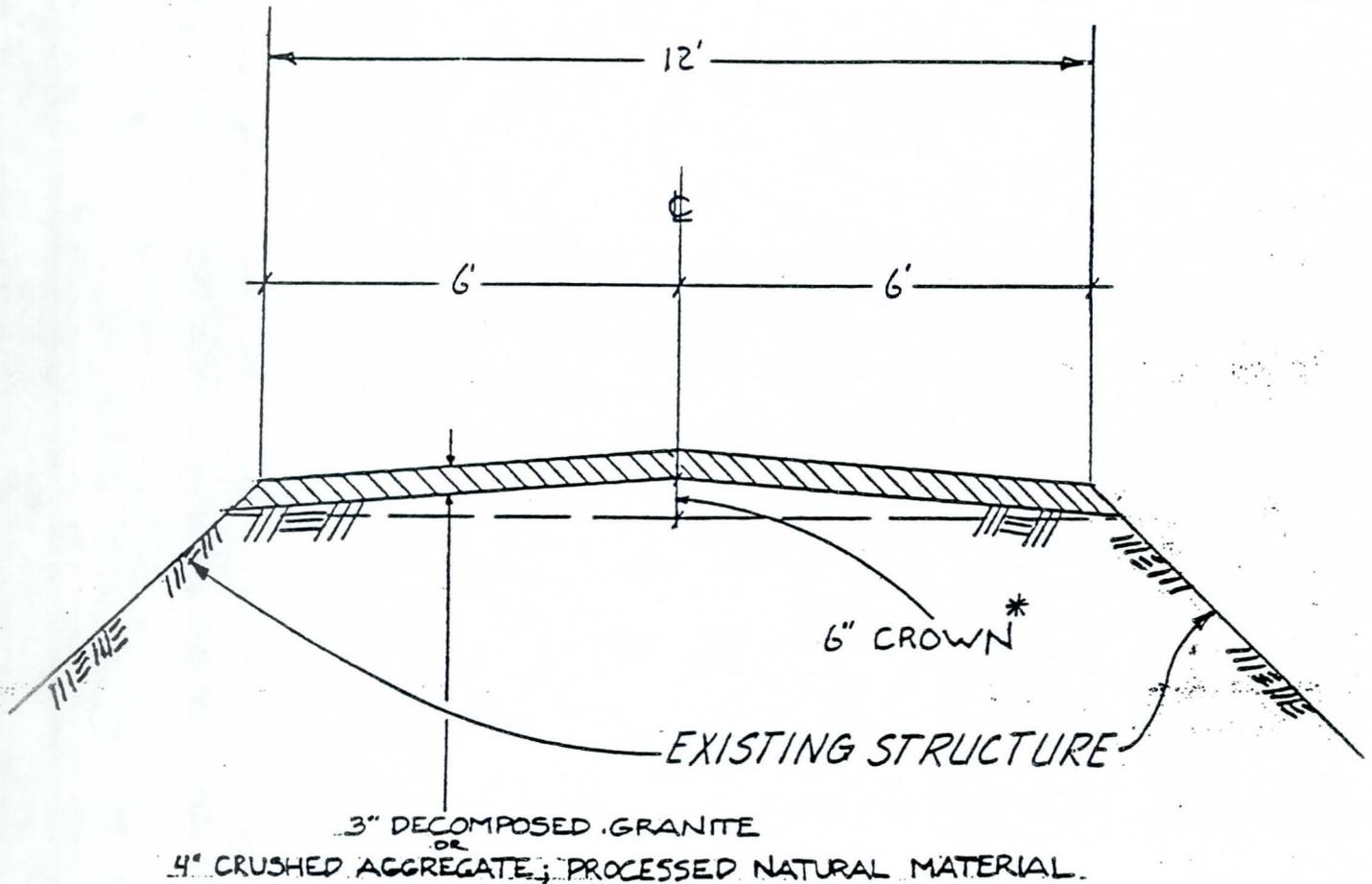
Date _____ Contractor _____

CERTIFICATE OF INSURANCE
CONTRACT FCD 87-5



GENERAL LOCATION MAP

TYPICAL AS-BUILT SECTION

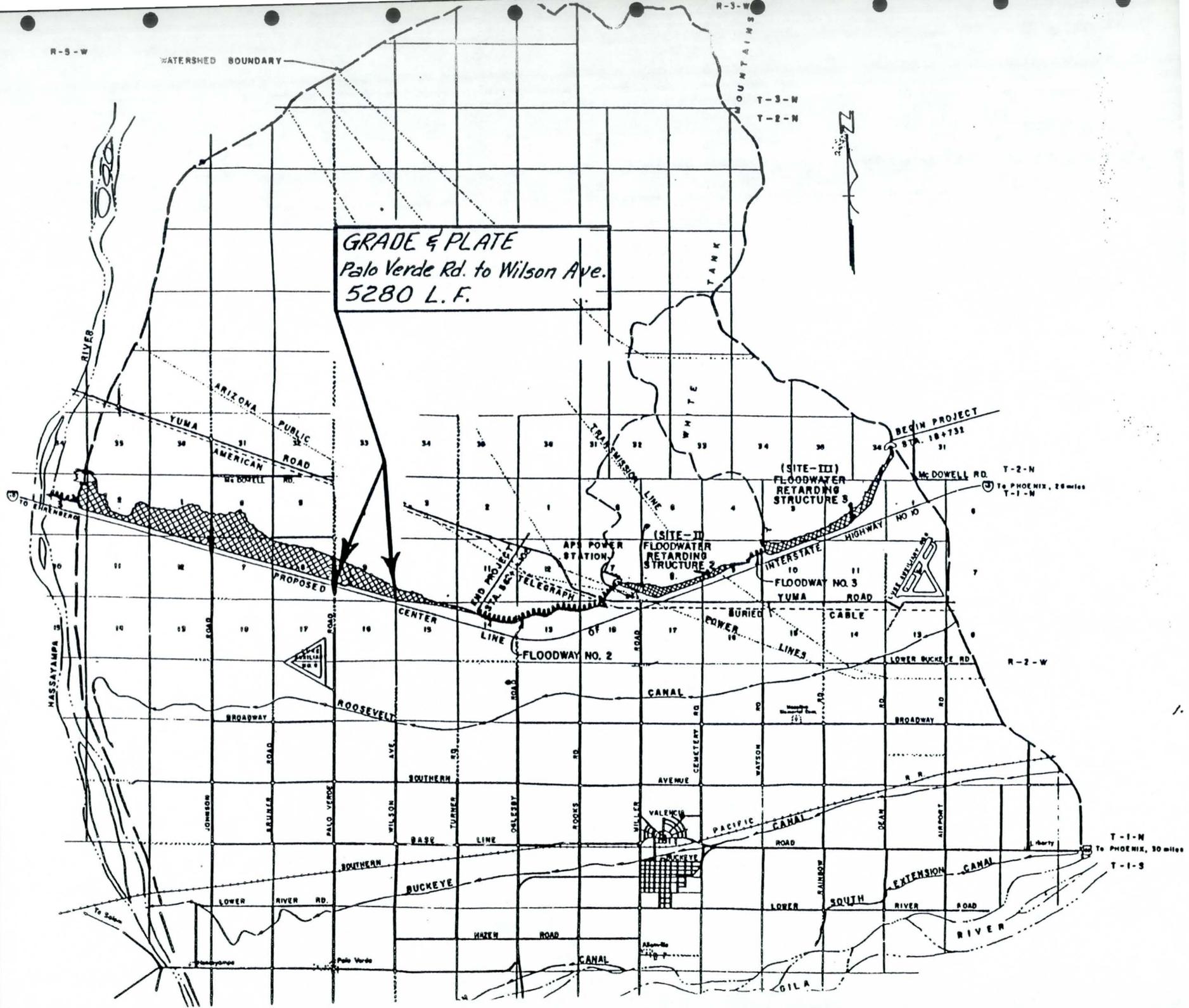


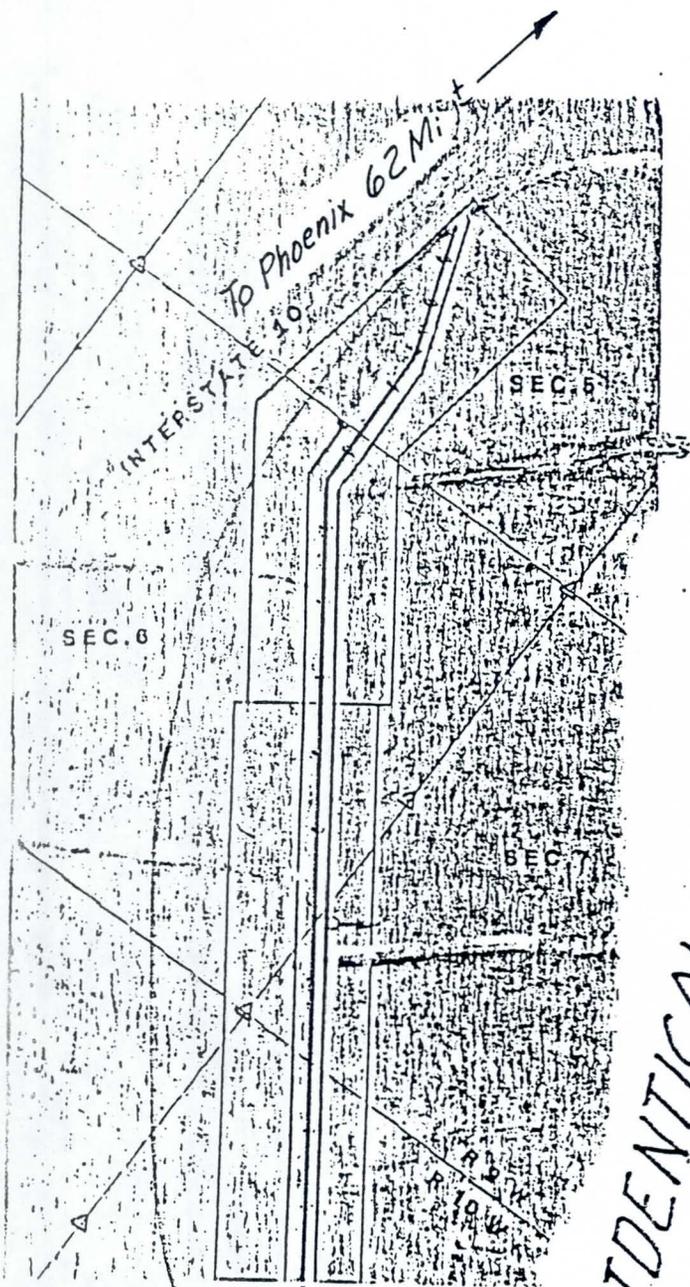
*BUCKEYE NO. 1 ONLY;
CENTENNIAL LEVEE HAS CROSS-SLOPE OF 2%.

CONTRACT F.C.D 87-5

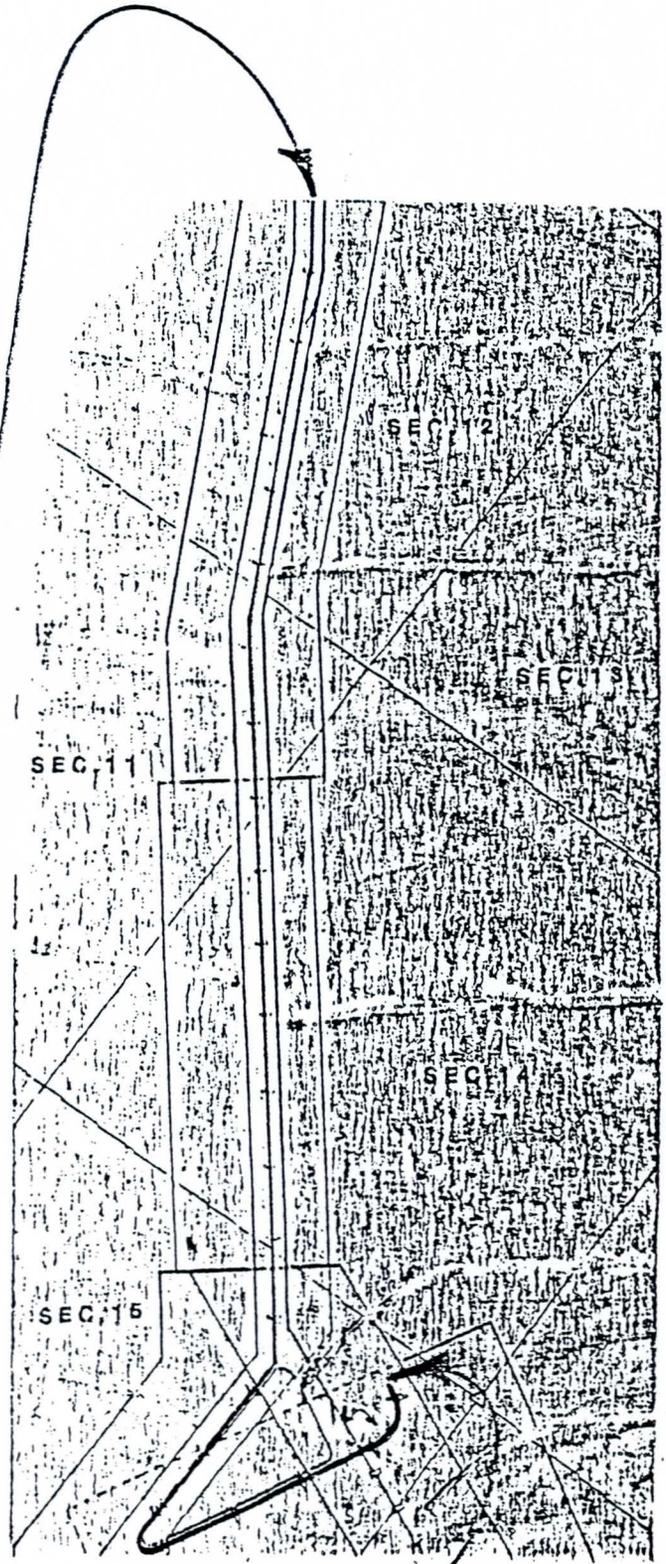
FCD 87-5

BUCKEYE NO. 1 F.R.S.





IDENTICAL



GRADE & PLATE
28,922 L.I.F.

FCD 87-5

CENTENNIAL LEVEE