

# ENGINEERING DIVISION

## LIBRARY

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SPECIAL PROVISIONS  
FOR  
SALT/GILA RIVER CLEARING  
SEGMENT 3

CONTRACT NO. FCD 82-7

**A105.505**

# ENGINEERING DIVISION

## LIBRARY

SPECIAL PROVISIONS  
FOR  
SALT-GILA RIVER CLEARING  
SEGMENT 3

CONTRACT NO. FCD 82-7



2-24-82

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

ADDENDUM #2

TO SPECIFICATIONS FOR SALT-GILA  
RIVER CLEARING, SEGMENT #3

Vicinity of 123rd Avenue to 147th Avenue  
West of Phoenix, Maricopa County, Arizona  
Date: April 26, 1982

Re: Invitation FCD 82-7  
Invitation Date: February 22, 1982

To Invitation - Page 1 of 5

Add: "Bid opening: May 11, 1982, 2:00 p.m. (Phoenix time)"

Delete: "Area to be cleared comprises 365 acres"

Add: "Area to be cleared comprises 348 acres"

To Invitation - Page 5 of 5

Change quantity from 365 acres to 348 acres

The bid opening date, originally scheduled for March 18, 1982, was suspended due to delays in acquiring the project rights-of-way. The area to be cleared has been reduced from 365 acres to 348 acres due to realignment of the clearing.

Drawing: Salt-Gila River Clearing, Segment #3, El Mirage Road (123rd Avenue) to Bullard Avenue (147th Avenue), Sheet 1 of 1 has been modified to reflect the realignment.

ADDENDUM #1  
TO SPECIFICATIONS FOR SALT-GILA  
RIVER CLEARING, SEGMENT #3

Vicinity of 123rd Avenue to 147th Avenue  
West of Phoenix, Maricopa County, Arizona  
Date: March 9, 1982

Re: Invitation FCD 82-7  
Invitation Date: February 22, 1982

To Invitation - Page 1 of 5

Delete: "Bid Opening" March 18, 1982, 2:00 p.m. (Phoenix Time)"

The bid opening date has been postponed due to delays in acquiring the project rights-of-way. A new bid opening date will be set as soon as the rights-of-way have been acquired. The prebid conference is still scheduled for March 11, 1982, at 2:00 p.m. (Phoenix time) at the Flood Control District Conference Room.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CONTRACT FCD 82-7

SALT-GILA RIVER CLEARING, SEGMENT 3

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8. Drawings: Salt-Gila River Clearing, Segment #3  
El Mirage Road (123rd Avenue) to Bullard Avenue (147th Avenue)  
Sheet 1 of 1

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
(Construction Contract)

BID FORM

Project: Salt-Gila River Clearing  
Segment #3

Invitation FCD 82-7  
Date: February 22, 1982

Location: Vicinity 123rd Avenue to 147th  
Avenue, West of Phoenix  
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 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 River Clearing  
Segment 3

Contract: FCD 82-7

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount

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, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



INVITATION FOR BIDS  
(Construction Contract)

Salt-Gila River Clearing  
Segment 3

Ref. Invitation FCD 82-7  
Date: February 22, 1982  
Issued by: Flood Control District  
of Maricopa County

Vicinity: 123rd Avenue to 147th Avenue  
West of Phoenix,  
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, March 18, 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.

A PRE-BID CONFERENCE WILL BE HELD ON March 11, 1982 , AT 2:00 p.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, 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: 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 365 ACRES.

INVITATION FOR BIDS  
NO. FCD 82-7

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED  
WITHIN NINETY (90) 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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
INVITATION FOR BIDS, FCD 82-7  
INSTRUCTIONS TO BIDDERS

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

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

INVITATION FOR BIDS  
NO. FCD 82-7

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 instruction and Special Provisions supersede the Uniform Standard Specifications (MAG).

INVITATION FOR BIDS  
NO. FCD 82-7

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
INVITATION FOR BIDS, FCD 82-7  
SPECIAL INSTRUCTIONS TO BIDDERS

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

APPROXIMATE QUANTITIES FOR PRINCIPAL ITEMS

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
365	Acres	Clearing, grubbing and rough grading.

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 the Work. The proposed work is located in the natural streambed of the Gila River west of Phoenix between 123rd Avenue and 147th Avenue. The proposed work is in the following identified sections of the Gila and Salt Base and Meridian,  
T1N R1W Sections 33,34,35

Project Bid Range. The cost of work under this contract is anticipated to range from \$75,000 to \$150,000.

INVITATION FOR BIDS  
CONTRACT NO. FCD 82-7

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

CONSTRUCTION SPECIAL PROVISIONS  
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
FOR  
SALT-GILA RIVER CLEARING, SEGMENT 3  
CONTRACT FCD 82-7

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.

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 Ninety (90) 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 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.

CONSTRUCTION SPECIAL PROVISIONS  
CONTRACT NO. FCD 82-7

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 budgetor 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 reasonable 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.

CONSTRUCTION SPECIAL PROVISIONS  
CONTRACT FCD 82-7

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.

If performance of all or any part of the work is suspended, delayed, or interrupted for any reason beyond the control of the contractor for a period of thirty (30) days, the contract may be terminated at the request of either party. In such case, payment shall be made for all work accomplished on the basis of the unit price plus an allowance for mobilization and demobilization. This allowance shall be five percent (5%) of the total contract price or ten percent (10%) of the payment for work accomplished, whichever amount is the least.

#### 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, 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 out to a depth of at least two feet below the surface elevation of the finished clearing.

Method: The area will be cleared and grubbed to a depth of two feet by use of a deep chisel-like plow that cuts the plant stem and roots. A root rake or brush blade will be used in conjunction with the plow device to separate brush and debris from soil and noncombustible materials. Plowing and discing and the use of herbicides is not acceptable.

Marking: The Flood Control District of Maricopa County will provide one control line for the clearing alignment. The contractor shall be responsible to maintain the control line provided and to mark the limits of the area to be cleared in the field by means of stakes, flagging, tree marking, or other suitable methods at an interval of not more than 200 feet along each edge of the clearing. Trees 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 will be designated on the drawings and 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.

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, if appropriate, can be used free of charge.

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 channel. 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: Measurement for payment shall be made for the gross acreage cleared within the clearing limits as determined from control line stakes and as agreed by the contractor and the Engineer. No separate payment shall be made for grading for drainage or for the disposal of combustible or noncombustible materials regardless of the method used.

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 and 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.

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 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.

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 BE 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 82-7  
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 BE 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

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

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

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

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

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

CONTRACT NO. FCD 82-7  
PERFORMANCE BOND

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 82-7

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				\$500,000	Statutory
(2) Contractors Protective Bodily Injury				\$100,000	Each Occurrence
(2) Contractor(s) Protective Property Damage				\$100,000	Each Accident
(3) Contractual Bodily Injury				\$500,000	Aggregate
(3) Contractual Property Damage				\$100,000	Each Occurrence
(3) Contractual Property Damage				\$100,000	Each Accident
(3) Contractual Property Damage				\$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 Workmen'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