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SPECIAL PROVISIONS FOR
BANK STABILIZATION,
HOLLY ACRES AREA

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SPECIAL PROVISIONS
FOR
BANK STABILIZATION, HOLLY ACRES AREA

CONTRACT NO. FCD 83-26



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 83-26

BANK STABILIZATION, HOLLY ACRES AREA

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INVITATION FOR BIDS
(Construction Contract)

Project: Bank Stabilization
Holly Acres Area

Ref. Invitation FCD 83-26
Date: May 22, 1984
Issued by: Flood Control District
Maricopa County

Location: Gila River between
El Mirage Rd. and
113th Ave.

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:30 P.M. LOCAL TIME AT THE PLACE OF THE BID OPENING, JULY 10, 1984 IN THE OFFICE OF THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA 85009, AND AT THAT TIME PUBLICLY OPENED.

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

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

DESCRIPTION OF WORK:

BANK PREPARATION, TOE EXCAVATION AND FILL, PLACEMENT OF ROCK PROTECTION, GABION MATTRESS, AND MISCELLANEOUS ITEMS OF WORK FOR APPROXIMATELY 6,600 FEET OF THE NORTH BANK OF THE GILA RIVER.

THE WORK SHALL COMMENCE WITHIN (7) CALENDAR DAYS AND BE COMPLETED
WITHIN (150) 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.

A pre-bid conference will be held at the Flood Control District office on
June 20, 1984 at 10:00 a.m. It is in the best interest of prospective bidders
to attend.

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 83-26
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.

Unless called for, alternate bids will not be considered.

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 INVITATION FOR BIDS, FCD 83-26
 SPECIAL INSTRUCTIONS TO BIDDERS

Location of the Work. The proposed work is located on the north bank of the Gila River between El Mirage Road and 113th Avenue. The proposed work is located in Section 31, T1N, R1E, and Section 36 T1N, R1W, Gila and Salt base and Meridian.

Contract Plans, Special Provisions and Contract Documents: Plans, Special Provisions, and forms of 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 \$11.00 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>
80,000	square yards	Bank Preparation
6,600	lineal feet	Excavation and Fill
50,000	square yards	Riprap
14,000	square yards	Gabion Mattress
11,700	square yards	Groin Preparation
700	lineal feet	Groin Toe Excavation and Fill
6,000	square yards	Groin Riprap
4,500	square yards	Groin Gabion Mattress
8	each	Pipe Collar, Flap Gate and Pipe
9,600	square yards	Return Levee Preparation
1,700	lineal feet	Return Levee Excavation and Fill
4,000	square yards	Return Levee Riprap
700	each	Post Anchor with Hardware
30,000	lineal feet	Wire Rope
550	lineal feet	Irrigation Ditch Extension

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

INVITATION FOR BIDS
NO. FCD 83-26

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FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: Bank Stabilization
Holly Acres Area

Invitation FCD 83-26
Date: May 22, 1984

Location: Gila River between El Mirage Rd.
and 113th Ave.

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

The following Proposal is made on behalf of _____
_____ and no others. 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 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 therefore, the unit price amount for each item of work. If the Contracting Agency requires the Contractor to construct or provide any portion of any item at the unit price quoted, the Undersigned proposes to accept, as full compensation, therefore, the sum of the 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 Bidding Schedule.

BIDDING SCHEDULE
 BANK STABILIZATION FROM 123rd AVENUE TO
 113th AVENUE WITH GROINS AT 117th AVENUE AND 119th AVENUE
 (See Section 109 for Full Description)

Project: Bank Stabilization
 Holly Acres Area

Contract: FCD 83-26

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
1	--	--	Mobilization and Demobilization		Lump Sum	
2	101,300	sq. yd.	Bank Preparation			
3	9,000	lin. ft.	Excavation and Fill			
4	60,000	sq. yd.	Riprap			
5	18,500	sq. yd.	Gabion Mattress			
6	8	each	Pipe Collar, Flap Gate, Pipe Extension, or New Pipe			
7	550	lin. ft.	Irrigation Ditch Extension			

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

Total _____

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

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

Date: _____, 19____.

IF BY AN INDIVIDUAL:

(Name) (Address)

IF BY A FIRM OR PARTNERSHIP:

(Firm Name) (Firm Address)

By: _____

*Name and Address of Each Member:

Date: _____, 19____.

IF BY A CORPORATION:

(Corporate Name)

(Corporation Address)

By: _____

**Incorporated under the Laws of _____

Names and Addresses of Officers:

(President)

(Address)

(Secretary)

(Address)

(Treasurer)

(Address)

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

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

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FOR
BANK STABILIZATION, HOLLY ACRES AREA

CONTRACT NO. FCD 83-26

PROPOSED WORK: Bank preparation, toe excavation and fill, placement of rock protection, gabion mattress, and miscellaneous items of work for approximately 6,600 feet of the north bank of the Gila River.

LOCATION OF WORK: On the north bank of the Gila River between El Mirage Road and 113th Avenue.

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

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

CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within one-hundred fifty (150) 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 COMMENTS: The herein contained Construction Special Provisions supplement the Uniform Standard Specifications; however, in case of conflict, these Special Provisions supersede the Uniform Standard Specifications.

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

An attempt has been made to determine the location of all underground utilities and drainage pipes, culverts, and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation may be adjusted.

SUBSECTION 101.2 - DEFINITIONS AND TERMS: Change the definition of Budget Project to read as follows: A project financed by funds set aside in the annual budget or 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.

Compacted Fill: Fill upon which the Engineer has made sufficient test observations to enable the Engineer to issue a written statement that in his opinion the fill has been placed and compacted in accordance with the contract documents.

Percent Compaction: The ratio expressed as a percentage of the dry density of the fill material as compacted in the field to the maximum dry density of the same material determined as in Section 211.4.

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

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 Company	1-386-2196

SUBSECTION 105.8 (A) - SURVEY AND LAYOUT: Contracting Agency has set control line stakes at 100-foot intervals along the top of river bank. The location of the control line is shown on the plans. The Contracting Agency has also set bench marks at locations easily accessible to work areas.

Grade stakes, grid lines, and elevations in addition to those established by Contracting Agency which Contractor may require to layout the work shall be provided by Contractor.

Contractor shall carefully protect and maintain from damage or dislocation bench marks, control points monuments, grid and grade stakes, whether newly established by Contracting Agency or previously existing. If the above mentioned controls are damaged or removed, the Contractor shall be responsible for all costs incurred in replacement. If it becomes necessary to remove or disturb such monuments or stakes, Contracting Agency shall be notified forty-eight (48) hours in advance so they may be reestablished prior to any disturbance.

SUBSECTION 105.10 (A) - INSPECTIONS AND TESTS: In the event Contractor elects to work on a Saturday, Sunday, or Legal Holiday, Contractor shall notify the Engineer in advance in order that inspection may be performed.

Where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Engineer, Contractor shall notify Engineer at least three (3) days in advance of the time such inspection and/or direction is required.

Contractor shall not allow nor cause any work to be covered or enclosed until it has been inspected, tested, and approved by the Engineer. Any work enclosed or covered before such inspection and testing shall be uncovered. After inspection, Contractor, at his expense, shall make repairs necessary to restore work and that of other contractors to required or original condition.

SUBSECTION 105.16 - DUTIES AND RESPONSIBILITIES: It is the intent of these specifications that responsibility for the completion of work in accordance with the plans and specifications is upon Contractor.

Immediately upon entering project site for the purpose of beginning work, Contractor shall locate general reference points and take action as necessary to prevent their dislocation or destruction. Before laying out work, Contractor shall exercise proper precaution to verify figures shown on the plans and shall be held responsible for any error resulting from his failure to exercise such precaution. Inconsistencies or items which appear to be in error in the plans or specifications shall be promptly called to the Contracting Agency's attention for interpretation or correction.

In the event that any unusual conditions not covered by the plans or these specifications are encountered, the Contracting Agency shall be immediately notified.

SUBSECTION 105.17 - EXAMINATION OF SITE AND DOCUMENTS: It shall be Contractor's responsibility to determine actual and existing condition of ground surfaces at the site. Contractor's bid shall be based on site conditions as they exist.

Locations of areas to be excavated, filled, and graded are indicated on the drawings.

Contractor shall examine the contract documents to verify that there are no missing pages or sheets and shall obtain any missing material from the Contracting Agency prior to submission to Bid.

A soils report prepared by Thomas-Hartig & Associates, Inc., dated June 15, 1982, is on file at the Contracting Agency's office and available to the Contractor.

Land surveying information prepared in 1982 by Hess Fogt Rountree is on file at the Contracting Agency's office and available to the Contractor.

SUBSECTION 105.18 - CONTRACTOR'S SUBMITTALS: Contractor agrees that shop drawing submittals processed by the Contracting Agency are not change orders; that the purpose of shop drawings is to demonstrate to the Contracting Agency that Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to use and furnish, and by detailing the fabrication and installation methods he intends to use. Contractor shall submit three (3) copies of all shop drawings to the Contracting Agency.

Contractor further agrees that if deviations, discrepancies, or conflicts between shop drawing submittals and the contract drawings are discovered either prior to or after shop drawings are processed by the Contracting Agency, the plans and specifications shall control and shall be followed.

SUBSECTION 105.20 - CONTRACTOR'S ACCESS: Access is available from 113th, 115th, 121st Avenue and El Mirage Road.

The Contractor shall make his own investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against the Contracting Agency or extension of time for completion of the work.

SUBSECTION 105.21 - PROTECTION OF WORK AND PROPERTY: Contractor shall protect against and repair or replace damaged work due to vandalism prior to acceptance of the work.

Contractor will repair, replace, and/or patch damage as a result of the Contract work to existing improvements under direction of the Engineer, at no additional cost to Contracting Agency. Such repairs or replacement shall restore the improvements to a condition equal to or better than the original condition.

SUBSECTION 105.22 - FIRE HAZARDS AND PREVENTIONS: Contractor will be held responsible for fire ignited by his employees or equipment. Employees shall not be allowed to start fires with gasoline, kerosene, or other highly flammable materials.

Contractor shall take necessary precautions to guard against and eliminate possible fire hazards to prevent damage to construction work, building materials, equipment, and public and private property including brush and trees.

SUBSECTION 105.23 - UNAVAILABILITY OF LATE DELIVERY OF MATERIALS: It shall be the responsibility of Contractor to order and schedule delivery of materials in ample time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Contracting Agency immediately to provide sufficient time to select a suitable substitute. If Contractor fails to order materials in ample time to avoid delays in construction, an approved material shall be substituted at no extra cost to Contracting Agency.

SUBSECTION 105.24 - CONTROL OF WATER: Surface waters, groundwaters, and irrigation return waters probably will be encountered at and adjacent to the site. The Contractor shall control all waters as necessary to allow proper construction of the bank stabilization measures.

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 108.9 - FAILURE TO COMPLETE ON TIME: The Contractor shall note that this MAG subsection is applicable.

SECTION 109 - MEASUREMENTS AND PAYMENTS: Payment shall be made as described in this section. Costs for all work for which there is no specific pay item shall be included in the items for which a pay quantity exists.

Scope of Work

1. Furnish all labor, materials, equipment, storage, transportation, and services necessary, required, or properly incidental for completion of the work in accordance with the plans and specifications.
2. Bidding Schedule items shall include all work as indicated in the plans or described in the specifications, and shall consist of rock rip-rap and gabion mattress bank protection. Estimated quantities are shown only as a guide. The responsibility of determining exact quantities rests with the Contractor.
3. Contracting Agency shall have the option of increasing or decreasing quantities and/or requiring Contractor to construct or provide any portion of any item at the unit price quoted, and may elect to have that item not constructed or provided in its entirety. Subsection 109.4(A) shall be changed from 20 percent and 80 percent to 15 percent and 85 percent, respectively. Subsection 109.4(B) shall be changed from 20 percent and 120 percent to 40 percent and 140 percent, respectively.

4. Each unit price item shall include the cost of labor, materials, equipment, transportation, and services, complete in place. Unit prices shall be valid and in force during the life of the contract.
5. It is hereby established that unit prices shall not apply to work which Contractor may elect to do or not to do for the sake of his own convenience; nor shall they apply to work required to be performed in order to correct errors committed by Contractor.

Bidding Schedule

1. Item No. 1 - Mobilization and Demobilization: This shall be the total lump sum amount for mobilizing and placing all equipment on-site necessary to accomplish work as shown and described in contract documents, and for removing equipment from the site after final acceptance of work. Up to one-half of the bid price for Item No. 1 - Mobilization and Demobilization - will be paid for mobilizing costs. Payment for demobilizing costs will be made after final acceptance of the work and will consist of the amount remaining to be paid for this item.
2. Item No. 2 - Bank Preparation: This shall be the unit price amount for bank preparation (horizontal projection) consisting of channel bank excavation, fill, and trimming. The amount shall include all necessary equipment and labor including hauling, compacting, and shaping as necessary to accomplish work as shown and described in contract documents.
3. Item No. 3 - Excavation and Fill: This shall be the unit price amount for excavating the toe of the bank and placing excavated material to fill the levee and backfill the toe after the bank protection materials have been placed, including the 3-inch aggregate road surface. The amount shall include all necessary equipment and labor including hauling, compacting, and shaping as necessary to accomplish work as shown and described in contract documents.
4. Item No. 4 - Rip-Rap: This shall be the unit price amount for furnishing and placing imported rip-rap for bank protection. The amount shall include bedding material, filter fabric, and all necessary equipment and labor including hauling and shaping as necessary to accomplish work as shown and described in contract documents.
5. Item No. 5 - Gabion Mattress: This shall be the unit price amount for furnishing and placing gabion mattress for bank protection. The amount shall include all necessary materials including wire rope and post anchors with hardware and all necessary equipment and labor including hauling and shaping

as necessary to accomplish work as shown and described in contract documents.

6. Item No. 6 - Pipe Collar, Flap Gate, Pipe Extension, or New Pipe: This shall be the unit price amount for furnishing and placing pipe collar, pipe, and flap gate. The amount shall include materials and all necessary equipment and labor including hauling and shaping as necessary to accomplish work as shown and described in contract documents.
7. Item No. 7 - Irrigation Ditch Extension: This shall be the unit price amount for furnishing and placing irrigation ditch extension. The amount shall include materials and all necessary equipment and labor including hauling and shaping as necessary to accomplish work as shown and described in contract documents.

SECTION 201 (A) - CLEARING AND GRUBBING:

Scope of Work: Provide all equipment, labor, and materials necessary to complete all work as shown on the contract documents and specified herein, including but not limited to the following:

1. Stripping of existing vegetation.
2. Stripping and removal of organic matter, debris, and other obstacles.

Workmanship: All work shall be performed in accordance with Section 201. Subsections 201.4, 201.6, and 201.7 are not applicable.

SECTION 210 (A) - EARTHWORK:

Scope of Work: Provide all equipment, labor, and materials necessary to complete all work as shown on the contract documents and specified herein, including but not limited to the following:

1. Excavation of channel bank and toe.
2. Build-up the channel bank with compacted fill.
3. Build-up the levee with compacted fill.
4. Removal of topsoil.

Quantities: Any quantities and any grading sections shown are for Contractor's convenience only. Excavation, filling, and grading shall be done to conform to the elevations, grades, and lines indicated and in accordance with the contract documents.

Materials, Workmanship, and Testing: All materials and workmanship shall be performed in accordance with:

1. Section 210. Subsections 210.4 and 210.5 are not applicable.
2. Section 211. Rocks, broken concrete, or other solid material in sizes in excess of the planned compacted lift thickness of six (6) inches shall be removed from the fill material to the satisfaction of the Engineer before compacting. Material thus removed shall be disposed of as approved by the Engineer. Additionally it shall be the responsibility of the Contractor to prevent erosion of freshly graded areas during construction and until such time as permanent erosion control measures have been installed. Subsections 211.5 and 211.6 are not applicable.
3. Section 215. Subsections 215.7 and 215.8 are not applicable.
4. Section 225.
5. Topsoil that is removed will be disposed of at the direction of the Engineer.

SECTION 220 (A) - RIP-RAP BANK PROTECTION:

Scope of Work: Provide all equipment, labor, and materials necessary to complete all work as shown on the contract documents and specified herein, including but not limited to the following:

1. Furnishing and installing filter fabric.
2. Furnishing and installing bedding material.
3. Furnishing and installing rip-rap.

Quantities: Any quantities mentioned and any sections shown are for Contractor's convenience only. Placement of bank protection materials shall be done to conform to the elevations, grades, and lines indicated and in accordance with the contract documents.

Materials:

1. Filter fabric shall be composed of strong rotproof polymeric fibers oriented into a stable network such that the fibers retain their relative positions with respect to each other. The fabric shall be free of any chemical treatment or coating which could reduce permeability, and shall have no flaws or defects which could significantly alter its physical properties. The filter fabric shall meet the following minimum physical properties:
 - a. Equivalent Opening Size (E.O.S.) not coarser than No. 70 mesh US standard sieve, and not finer than No. 100 mesh US standard sieve.

- b. Grab strength wet (ASTM D1682) 120 lbs.
- c. Grab elongation wet (ASTM D1682) 20 percent.

Securing pins used to secure the filter fabric in place shall be steel or fiberglass. Each pin shall be 12 inches minimum length and shall be formed as an "U", "L", or "T" shape or contain "ears" to prevent total penetration. Grommets or steel washers with an outside diameter of 1 1/2 inches shall be provided for all but "U" shaped securing pins.

- 2. Bedding Material shall meet the requirements of Sections 701 and 702 of the Standard Specifications and may be either crushed aggregated or processed natural material and shall meet the grading requirements for aggregate base.
- 3. Rip-rap shall be of stone and shall meet the requirements of Section 703 of the Standard Specifications. Subsections 703.3 and 703.4 are not applicable. Rock gradation shall conform to that specified below:

<u>Size (Least Dimension)</u>	<u>Percent Lighter by Weight</u>
11 to 15 inches (67 to 169 lbs.)	100
9 to 10 inches (34 to 50 lbs.)	50
6 to 8 inches (11 to 25 lbs.)	15

- 4. Contractor shall certify that each material meets this specification.

Workmanship:

- 1. The surface to receive the filter fabric shall be prepared to a smooth condition free of obstructions, depressions, and debris. The fabric shall not be laid in a stretched condition, but shall be laid loosely.

Rip-rap shall not be dropped onto the filter fabric.

The panels shall be overlapped a minimum of 12 inches for vertical laps and 24 inches for horizontal laps. The fabric shall be placed parallel to the direction of the flow. It shall be placed so that the upstream or higher panel will overlap the downstream or lower panel.

At vertical laps, securing pins shall be inserted through both layers along a line through the approximate midpoint of the overlap. At horizontal laps, securing pins shall be inserted through the bottom layer only. The pins shall be placed at not greater than 6-foot intervals. Securing pins shall be placed along a line approximately 2 inches in from the edge of the outer limits of the completed filter fabric

area at intervals not greater than 6 feet. Additional pins shall be installed as necessary to prevent any slippage of the filter fabric, regardless of location.

Filter fabric damaged or misplaced before or during installation or during placement of overlying materials shall be replaced or repaired at the Contractor's expense.

2. Bedding material shall be placed in uniform layers and to thickness as shown on drawings.
3. Rip-rap shall be so placed as to provide a minimum of voids, and the larger rocks shall be placed on the outside surface of the bank protection. The rock may be placed by dumping and may be spread by suitable equipment. Local surface irregularities of the slope protection shall not vary from the planned slopes by more than 0.25 foot measured at right angles to the slope.

SECTION 221 - GABION MATTRESS:

Scope of Work: Provide all equipment, labor, and materials necessary to complete all work as shown on the contract documents and specified herein, including but not limited to the following:

1. Furnishing and installing gabion mattress.
2. Furnishing and installing wire rope and post anchors with hardware.

Quantities: Any quantities mentioned and any sections shown are for Contractor's convenience only. Placement of bank protection materials shall be done to conform to the elevations, grades, and lines indicated, and in accordance with the contract documents.

Materials:

1. Gabions shall be a minimum of 2.2 mm galvanized steel wire with a minimum of 2.7 mm galvanized steel wire selvages, fabricated into hexagonal triple-twist 2-1/2" x 3-1/4" mesh openings. (Gabions 12" thick with 3" x 4" mesh openings using larger rock size is an acceptable substitute.)

Galvanizing shall be a minimum of 0.70 ounces per square foot, applied before weaving by the hot dip process and conforming to ASTM A 386 and ASTM A 385. Wire shall conform to Federal Specification QQ-W-461G.

Lacing wire shall be a minimum of 2.2 mm galvanized steel wire. Wires shall have a minimum tensile strength of 60,000 pounds per square inch and shall have Class 3 zinc coating as specified in ASTM A 641.

Wire clips shall be a minimum of 2.2 mm galvanized steel wire.

Rock to be placed in the gabion mattresses shall be sound, dense, and durable with a bulk specific gravity of not less than 2.5. Rock gradation in place in the gabion mattresses shall conform to that specified below:

<u>Size (Least Dimension)</u>	<u>Percent Smaller</u>
5 inches	95 - 100
4 inches	45 - 50
3 inches	0 - 5

The greatest dimension of the rock shall not be greater than 3 times the least dimension. The Engineer will not give approval on any rock gradation until it is in place in the gabion mattresses.

2. Wire rope to be used as cable ties for the gabion mattresses shall be 1/2-inch, improved plow steel, regular lay in accordance with AASHTO M277, with Class C zinc coated wires throughout. The wire rope shall be wrapped around the entire width of gabion mattress (either 12 feet or 24 feet), and anchored to the post anchor with galvanized hardware in accordance with the details shown on the contract documents.
3. Post anchors shall be 4-inch diameter standard steel pipe, galvanized in accordance with ASTM A-120. Post length shall be a minimum of 10 feet. Posts shall be driven to a minimum of 9 feet of penetration. Spacing between post anchors shall be 12 feet except where the post is driven to refusal at less than 9 feet penetration. In such case, the post spacing may be varied to a maximum of 15 feet to find a spot where a minimum of 9 feet of penetration can be obtained.
4. All steel surfaces where galvanizing has been damaged during installation shall receive a protective coating of an approved mastic or paint.

Workmanship:

The surface to receive the gabion mattress shall be prepared to a smooth condition, free of obstructions, depressions, and debris.

Gabions shall be assembled and wired together. Each gabion unit shall be assembled by tying all untied edges, including diaphragms, with lacing wire. The lacing procedure consists of cutting a length of lacing wire approximately 1-1/2 times the distance to be laced (not to exceed 5 feet), securing one end of the wire at the corner by looping and twisting lacing with single and double loops at approximately 5-inch intervals, and securing the other end of the wire to selvages by looping and twisting.

Lacing wire may be replaced with wire clips for assembling mattresses. They shall be installed along vertical edges of diaphragms only. Clips shall not be used at cut sections or where gabions are stacked on other gabions more than two high.

Gabions shall be placed to the lines and grades shown on the plans and staked in the field. They shall be securely tied to each adjoining gabion with lacing wire (not clips) along the perimeter of all top and vertical contact surfaces in the same manner as described above for assembly.

All connecting wires shall be looped around two mesh openings and the end of the wires shall be securely twisted to prevent their loosening.

Cells in the row shall be filled in stages such that the depth of rock fill in any cell does not exceed the depth in an adjoining cell by more than one foot. Rock shall be placed in gabions by mechanical equipment or by hand.

When the gabion has been filled, the lid shall be bent and stretched until it meets the perimeter edges of the front and end panels. The lid shall then be tightly laced with lacing wire around the entire perimeter of the lid. To assist in closing and lacing, a pinch bar or special closing tool shall be used. The lids shall also be securely tied to each adjoining gabion with lacing wire along all contact surfaces, including front, back, and ends. Lacing adjacent lids to the vertical panels in one operation is acceptable. Lacing the back edge of the lid to adjoining gabions may be done prior to filling the gabion. The lid shall be tied to each diaphragm by lacing wire. Lacing shall be performed in the same manner as described above for assembling.

GENERAL NOTE: Additional to Subsection 108.9 - Failure to Complete on Time: The amount of \$300.00 per calendar day, or the actual cost per calendar day incurred by the District for Engineering and Inspection Services on this project, whichever is less, and any other costs incurred by the District directly attributable to the delay in completing this contract 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.

CONTRACT

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

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

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

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

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

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

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

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

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

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

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF SECOND PART

By: _____
Chairman, Board of Directors

Date: _____

RECOMMENDED BY:

ATTEST:

Chief Engineer and General Manager
Flood Control District
of Maricopa County

Clerk of the Board

Date: _____

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

PRINCIPAL SEAL

AGENCY OF RECORD

BY: _____

AGENCY ADDRESS

SURETY SEAL

BY: _____

POWER OF ATTORNEY SEAL

BY: _____

CONTRACT NO. FCD 83-26
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 83-26
PERFORMANCE BOND

POWER OF ATTORNEY SEAL

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 83-26

PROJECT TITLE

Bank Stabilization
Holly Acres Area

NAME AND ADDRESS OF INSURANCE AGENCY	INSURANCE COMPANIES AFFORDING COVERAGES
	Company Letter A
	Company Letter B
	Company Letter C
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 \$1,000 each occurrence \$5,000 PROPERTY DAMAGE \$1,000 OR BODILY INJURY AND PROPERTY DAMAGE Combined \$5,000	
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY & NON-OWNED			SAME AS ABOVE	
	<input type="checkbox"/> EXCESS LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY each accident	\$100
	<input type="checkbox"/> OTHER				

The Flood Control District of Maricopa County is added as an additional insured as respects work done for the District by the named insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available. It is further agreed that no policy shall expire, be cancelled or materially changed to effect the coverage available to the District without fifteen days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 3335 West Durango Street
 Phoenix, Arizona 85009

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE _____

It is further agreed that:

The Contractor hereby agrees to indemnify and save harmless the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this agreement. The Flood Control District of Maricopa County shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the sole negligence of the Flood Control District of Maricopa County. The above cost of damages incurred by the Flood Control District of Maricopa County or any of its court costs, expenses for litigation and reasonable attorney's fees.

Date _____

Contractor