

CONSTRUCTION SPECIFICATIONS
FOR
SALT-GILA LOW FLOW CHANNEL
TUTHILL ROAD TO SARIVAL ROAD

Property of
Flood Control District of MC Library
Please Return to
2801 W. Durango
Phoenix, AZ 85009

FCD CONTRACT NO. 90-02

Prepared By:
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY



(Engineer's
Seal)

Recommended By: Nick Karan Date: 6-7-90
Nicholas P. Karan, P.E., Chief
Engineering Division

Approved By: Stanley L. Smith Jr. Date: 6-13-90
D.E. Sagramoso, P.E.
Chief Engineer and General Manager

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

ADDENDUM NO. 1

DATE: September 10, 1990

FCD CONTRACT NO. 90-02

PAGE 1 OF 1

To Contract Documents

ENTITLED: SALT-GILA LOW FLOW CHANNEL TUTHILL ROAD TO SARIVAL ROAD

OWNER: Flood Control District of Maricopa County

The above documents are herein modified. The provisions of said documents applicable to these modifications remain unchanged unless specifically indicated otherwise herein. This addendum forms a part of the contract documents and modifies them as follows:

TO BIDDING SCHEDULE:

1. Page 3 of 23, for Item 1, change the quantity from 999,000 cy to 997,200 cy.
2. Page 6 of 23, BIDDING SCHEDULE, for Bid Item 215, the Approximate Quantity shall be changed from 999,000 cy to 997,200 cy.

TO SPECIAL PROVISIONS:

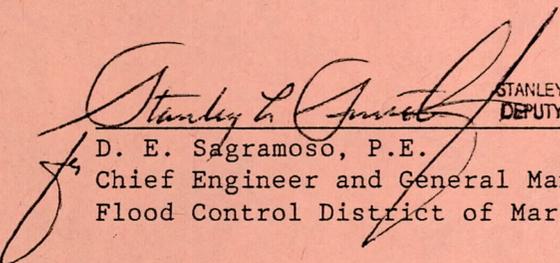
3. Page 4 of 7, SUBSECTION 201.3 - METHOD, change the last sentence of the first paragraph to the following:

"Plowing and the use of herbicides is not acceptable."

TO THE PLANS:

4. Sheet 6 of 22 and Sheet 7 of 22, for Cross Sections #769, #768 and #767 change the low flow channel invert elevation from EL. 881.0 to EL 881.5.

STANLEY L. SMITH JR., P.E.
DEPUTY CHIEF ENGINEER


D. E. Sagramoso, P.E.
Chief Engineer and General Manager
Flood Control District of Maricopa County

CONSTRUCTION SPECIFICATIONS

FOR

SALT-GILA LOW FLOW CHANNEL
TUTHILL ROAD TO SARIVAL ROAD

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

ATTENTION

ALL PROSPECTIVE BIDDERS

Some of the Bid Bonds previously received with bids for construction projects have not been in complete compliance with Arizona Revised Statutes (A.R.S.).

A.R.S. Sec. 34-201(A)(3) requires that every bid be accompanied by a certified check, cashier's check or surety bond for five percent (5%) of the amount of the bid.

In some cases the bond limit the five percent (5%) to the difference between the low bid and that of the next lowest responsible bidder, to whom a contract could be awarded, in the event that the low bidder failed to enter into contract within the specified time.

Bids received with limitation on the five percent (5%) will be considered as nonresponsive bids and will not be accepted or considered for award of contract.

Please take note and submit your bids accordingly.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FCD CONTRACT 90-02

SALT-GILA LOW FLOW CHANNEL
TUTHILL ROAD TO SARIVAL ROAD

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(Area to left reserved for Engineer's Seal)

Nicholas P. Karan, P.E.
Chief, Engineering Division

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION TO BID

BID OPENING DATE: September 13, 1990

LOCATION:

The project is located in the Gila River from Station 522+00 near Tuthill Road Bridge to Station 770+00 near Sarival Road (extended), South of Buckeye, approximately 25 miles southwest of downtown Phoenix in Maricopa County, Arizona.

PROPOSED WORK:

The excavation of a 4.7 mile long low flow channel and the clearing of the project corridor limits in the Gila River south of Buckeye, Arizona. The channel bottom shall be graded to allow for the unrestricted passage of floodwaters. The low flow channel banks shall be uniformly graded to a 2:1 side slope to allow for side drainage to flow into the low flow channel. Excavated material shall be disposed of in mandatory and available sites shown on the plans. The approximate quantity to be excavated is 999,000 cubic yards.

BIDS:

SEALED BIDS for the proposed work will be received by the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona 85009 until 2:00 p.m. (Phoenix time) on the above date and then publicly opened and read at 3335 W. Durango St., Phoenix, AZ 85009. No bids will be received after the time specified for bid opening. All bids must be submitted on proposal forms furnished by the Flood Control District and included in the Proposal Pamphlet. The Board of Directors reserves the right to reject any and all bids and to waive any informality in any bid received.

ELIGIBILITY OF CONTRACTOR:

It is the policy of Flood Control District of Maricopa County to endeavor to ensure in every way possible that minority and women-owned business enterprises have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age, or national origin.

The bidder shall be required to certify that it is appropriately licensed as a Contractor in the State of Arizona for performing the before-mentioned type of work. Verification shall be on the form provided herein.

The bidder may be required to furnish an affidavit as evidence of previous satisfactory performance in the above-mentioned type of work.

CONTRACT TIME:

All work on this Contract is to be completed within two hundred ten (210) calendar days after date of Notice to Proceed.

MBE/WBE PARTICIPATION:

For this project, a goal of ten (10) percent is desired for Minority/Women-Owned Business Enterprises. Instructions and required forms are included in the Minority and Women-Owned Business Enterprise Program Section.

PRE-BID CONFERENCE:

A pre-bid conference will be held on Thursday, September 6, 1990 at 1:00 p.m. in the Flood Control District conference room, 3335 West Durango Street, Phoenix, Arizona 85009. It is in the best interest of prospective bidders to attend the Pre-bid Conference.

Questions or items for clarification may be addressed to the Chief, Contracts Branch, in writing, at least ten (10) days prior to bid opening date. Where appropriate, any answers or clarifications affecting the cost may be addressed to all bidders in an addendum. Under no circumstances will verbal interpretations or clarifications be given to individual contractors.

PROJECT PLANS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS:

Plans and Construction Specifications may be obtained from Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona 85009 upon payment of \$18.00 by check, payable to the FLOOD CONTROL DISTRICT of MARICOPA COUNTY. This payment will not be refunded. Mail orders for project documents must include an additional \$7.50 for first class U.S. postage and handling. The total \$25.50 will not be refunded. Regardless of circumstances, we cannot guarantee mail delivery. Each bid must be accompanied by a Bid Bond, cashier's or certified check or postal money Order equal to 5 percent (5%) of the bid, made payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY as a guarantee that if the work is awarded to the bidder, the bidder will within ten (10) days of receipt of the Proposal Acceptance, enter into proper contract and bond condition for the faithful performance of the work, otherwise, said amount may be forfeited to the said BOARD OF DIRECTORS as liquidated damages.

All bids are to be marked in accordance with Section 102.9 of the Uniform Standard Specifications and addressed to the Chief Engineer and General Manager, Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona 85009.

As provided for in the Agenda Information Form authorizing the Invitation to Bid.

PRINCIPLE ITEMS AND APPROXIMATE QUANTITIES

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
1.	999,000	C.Y.	Excavation of a 4.7 mile long low flow channel and disposal of excavated material.
2.	393	Acres	Clear and grub within project corridor limits.

PROPOSAL

TO THE BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PHOENIX, ARIZONA

Gentlemen:

The following Proposal is made for constructing the Salt-Gila Low Flow Channel, Tuthill Road to Sarival Road in the County of Maricopa, State of Arizona.

The following Proposal is made on behalf of

and no others. 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 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, Special Provisions, Forms of Contract, Bonds, and Sureties 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, Construction Specifications, Special Provisions, or conditions to be overcome, be pled. On the basis of the Plans, Construction Specifications, Special Provisions, the Forms of Contract, Bonds, and Sureties 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 sum of various products obtained by multiplying each unit price, herein bid for the work or materials, by the quantity thereof actually incorporated in the complete project, as determined by the Engineer or Architect.

The Undersigned understands that the quantities mentioned herein are approximate only 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.

The Undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Sureties within ten (10) days of receipt of Notice of Proposal acceptance, TIME BEING OF THE ESSENCE. The Undersigned further proposes to begin work as specified in the Contract attached hereto, and to complete the work within 210 calendar days from the effective date specified in the Notice to Proceed, and maintain at all times a Payment and Performance Bond, approved by the Board of Directors, each in an amount equal to one hundred percent of the contract amount. 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 Bonds and Sureties to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Invitation to Bid is enclosed amounting to not less than five (5) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the Bidder and 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 his Proposal, if the Proposal is accepted and there should be failure on the part of the Undersigned to execute the Contract and furnish satisfactory Bonds and Sureties 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.

The Undersigned acknowledges receipt of the following addenda and has included their provisions in the proposal:

Addendum No. _____	Dated _____

The Undersigned has enclosed the required bid security to this Proposal.

IF BY AN INDIVIDUAL:

(NAME - TITLE)

(ADDRESS)

DATE _____
(PHONE)

IF BY A FIRM OR PARTNERSHIP:

(FIRM NAME)

(FIRM ADDRESS)

BY: _____
(NAME - TITLE)

DATE _____
(PHONE)

** Name and Address of Each Member:

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

IF BY A CORPORATION:

(CORPORATE NAME)

(CORPORATION ADDRESS)

BY: _____
(PHONE)

DATE: _____

TITLE: _____

* Incorporated under the Laws of _____

Names and Addresses of Officers:

(PRESIDENT)

(ADDRESS)

(SECRETARY)

(ADDRESS)

(TREASURER)

(ADDRESS)

* 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.

SUBCONTRACTOR LISTING

Following is a listing of Subcontractors and material suppliers that are to be used in the event the undersigned should enter into contract with the Owner. This is not an exhaustive or inclusive list.

(Signature) _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter called the Principal), and the _____, a corporation duly organized under the laws of the State of _____, as Surety, (hereinafter called the Surety), are held and firmly bound unto the Flood Control District of Maricopa County as Obligee, in the sum of ___ percent (___%) of the total amount of the bid of Principal, submitted by him to the Flood Control District of Maricopa County, for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. Sec. 34-201(A)(3).

WHEREAS, the said Principal is herewith submitting its proposal for FCD 90-02, Salt-Gila Low Flow Channel, Tuthill Road to Sarival Road.

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

Signed and sealed this _____ day of _____, A.D., 1990.

Principal

Title

Witness:

Surety

Title

Witness:

VERIFICATION OF LICENSE

Pursuant to A.R.S. Sec. 32-1169, I hereby state that I hold a current contractor's license, duly issued by the office of the Registrar of Contractors for the State of Arizona, said license has not been revoked, that the license number is: _____; that my privilege license number (as required by A.R.S. Sec. 42-1305) is: _____; and that, if any exemption to the above licensing requirements is claimed;

(1) The basis for the claimed exemption is: _____ and;

(2) The names(s) and license number(s) of any general, mechanical, electrical, or plumbing contractor(s) to be employed on the work are:

IT IS UNDERSTOOD THAT THE FILING OF AN APPLICATION CONTAINING FALSE OR INCORRECT INFORMATION CONCERNING AN APPLICANT'S CONTRACTOR'S LICENSE OR PRIVILEGE LICENSE WITH THE INTENT TO VOID SUCH LICENSING REQUIREMENTS IS UNSWORN FALSIFICATION PUNISHABLE ACCORDING TO A.R.S. SEC. 13-2704.

DATE: _____ SIGNATURE OF LICENSEE: _____

COMPANY: _____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM

- A. The following conditions will apply in the calculation of the percentage attainment:
1. All MBE/WBE firms used in attainment of the goal must be certified with the Maricopa County Minority Business Office which is located in the Maricopa County Highway Department building, 3325 West Durango Street, Phoenix. In addition, only those firms certified at least seven calendar days prior to the bid opening will be considered in the attainment of the goal.
 2. Prime contractor subcontracts to MBE or WBE:
The MBE/WBE amount to be applied to the goal will be based on that portion (dollar value) of the contract that the MBE/WBE performs. For example, if a prime contractor subcontracts work amounting to \$100,000 of a contract for which the total project cost is \$1,000,000. the MBE/WBE participation will be credited as 10 percent.
 3. Prime Minority Contractor:
An MBE/WBE prime contractor will be credited with the MBE/WBE participation for that portion of the contract which they themselves perform plus that portions subcontracted to other MBE/WBE firms. For example, if an MBE/WBE prime contractor proposes to perform 50 percent of a project quoted at \$1,000,000 and subcontracts 25 percent to an MBE firm and 25 percent to a non-MBE/WBE firm, MBE/WBE participation will be credited as 75 Percent, or \$750,000.
 4. Minority-Non-Minority Joint Venture:
A joint venture consisting of MBE/WBE participation and non-MBE/WBE business enterprises, functioning as a prime contractor, will be credited with minority participation on the basis of the percentage of profit accruing to the MBE/WBE firm. For example, if a MBE/WBE and non-MBE/WBE joint venture proposes to perform 50 percent of a \$1,000,000 project and 50 percent of the joint venture profits (\$500,000) are to accrue to the MBE/WBE partner in the joint venture, MBE/WBE participation will be credited at 25 percent or \$250,000.
 5. Lower Tier Non-MBE/WBE Participation:
MBE/WBE subcontractors proposing to further subcontract to non-MBE/WBE contractors shall not have that portion of subcontracting activity considered when determining the percentage of MBE/WBE participation.

6. MBE/WBE Suppliers:

Any MBE/WBE supplier that manufactures or substantially alters the material or product it supplies will have that portion of activity considered when determining the percentage of MBE/WBE participation. Any MBE/WBE Wholesaler, Distributor, or Jobber that does not manufacture or substantially alter the materials or product it sells will be limited to 20 percent of the sale price when determining the percentage of MBE/WBE participation.

B. Required forms:

An affidavit is included as part of this section. The form must be completed within seven calendar days after the Notice of Award of Contract. The low bidder is required to submit a Minority/Women-Owned Business Enterprise Program MBE/WBE Participation Affidavit listing the MBE/WBE participation by MBE/WBE firm and the related dollar value of the MBE/WBE contract.

C. Requests for Pay:

Each Request for Pay must be accompanied by a Maricopa County Minority/Women-Owned Business Enterprise Program MBE/WBE Participation Report. The final pay request shall include a listing of total contract MBE/WBE participation.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM

MBE/WBE PARTICIPATION ASSURANCES
AFFIDAVIT

The undersigned, fully cognizant of the Flood Control District of Maricopa County MBE/WBE Program requirements and of the goal established, hereby certifies that in the preparation of this bid,

(the entity submitting the bid)

(CHECK ONE)

- _____ Will meet the established goal for participation by Minority/Women-Owned Business Enterprises.
- _____ Will provide the necessary documentation to Minority Business Office to establish that a good faith effort was made.
- _____ Will not participate in the MBE/WBE Program.

The bidder will specify its MBE/WBE participation on the Intended Participation Affidavit or provide documentation of its good faith efforts not later than 4:00 p.m., the seventh calendar day following the bid opening. The required affidavit shall be obtained by the apparent first and second low bidders from the Minority Business Office, Maricopa County Highway Department Building, 3325 West Durango Street, Phoenix, Arizona 85009, following the opening and reading of bids; a sample affidavit form for reference purposes follows.

Name of Firm

Signature

Title

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM
 Actual Minority/Women-owned Participation

 Name of Prime Contractor

FCD 90-02
 Project Number

 Contact Person

 Total Amount of Contract

 Street No.

 City State Zip

<u>Minority/Women-owned Firm</u>	<u>Principal</u>	<u>Address</u>	<u>Type of Work</u>	<u>Subcontract Amount</u>
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The undersigned has entered into a formal agreement with the minority contractors/suppliers listed above in the execution of this contract with the Flood Control District of Maricopa County.

 Signature

 Title

 Date

Copy to: Minority Business Office
 Maricopa County Highway Department
 3325 West Durango Street
 Phoenix, Arizona 85009

MARICOPA COUNTY
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES PROGRAM

MBE/WBE PARTICIPATION REPORT
(To be attached with Request for Pay)

Date: _____

Contractor: _____
Contact Person: _____
Address: _____

Telephone: _____

Project: Salt-Gila Low Flow Channel
Tuthill Road to Sarival Road

Contract Number: 90-02
For Pay Period of: _____

Subcontractor: _____
Person to Contact: _____
Address: _____
Telephone Number: _____

Type of Firm: _____
Class of Work: _____

Subcontract Amount: _____
Amount Earned _____
(Commission) This Period: _____
Total Earned by This Subcontractor: _____

Total MBE/WBE Contract Goal, %: 10
Total Cumulative MBE/WBE
Participation on This Contract, %: _____

MBE/WBE subcontract payment made
during this reporting period (yes or no): _____

cc: Minority Business Office
Maricopa County Highway Building
3325 West Durango Street
Phoenix, Arizona 85009

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1990, by and between FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called the OWNER, acting by and through its BOARD OF DIRECTORS, and

_____ hereinafter called the CONTRACTOR.

WITNESSTH: That the said CONTRACTOR, for and in the consideration of the sum of _____ to be paid to him by the OWNER, in the manner and at the times hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees for himself, heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall construct, and complete in a workmanlike and substantial manner and to the satisfaction of the Chief Engineer and General Manager, a project for the Flood Control District of Maricopa County, designated as FCD Contract 90-02; Salt-Gila Low Flow Channel, Tuthill Road to Sarival Road necessary machinery, equipment, tools, apparatus, materials, and labor to complete the work in the most substantial and workmanlike manner according to the Plans and Construction Specifications on file with the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, and such modifications of the same and other directions that may be made by the Flood Control District of Maricopa County as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Construction Specifications (Invitation to Bid, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, Proposal, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any,) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.

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 in accordance with the requirements of A.R.S. Sec. 34-221, as amended. The CONTRACTOR agrees to discharge its obligations and make payments to its subcontractors and suppliers in accordance with A.R.S. Sec. 32-1129.

ARTICLE V - TERMINATION: The OWNER hereby gives notice that pursuant to A.R.S. Sec. 38-511(A) this contract may be cancelled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating a contract on behalf of the OWNER is, at any time while the contract or any extension of the contract is in effect, an employer agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Chief Engineer and General Manager of the OWNER is received by all of the parties to the contract. In addition, the OWNER may recoup any fee for commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the OWNER from any other party to the contract arising as a result of the contract.

ARTICLE VI - NEGOTIATION CLAUSE: Recovery of damages related to expenses incurred by the CONTRACTOR for a delay for which the OWNER is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between the CONTRACTOR and the OWNER. This provision shall be construed so as to give full effect to any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

ARTICLE VII - COMPLIANCE WITH LAWS: The CONTRACTOR is required to comply with all Federal, State and local ordinances and regulation. The CONTRACTOR's signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that the CONTRACTOR and any subcontractors employ to complete this project. It is understood that the OWNER shall conduct itself in accordance with the provisions of the Maricopa County Procurement Code.

ARTICLE VIII - MBE/WBE PROGRAM: Flood Control District of Maricopa County will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services to the Flood Control District of Maricopa County without being discriminated against on the grounds of race, religion, sex, age, or national origin.

ARTICLE IX - ANTI-DISCRIMINATION PROVISION: The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or handicap and further agrees not to engage in any unlawful employment practices. The CONTRACTOR further agrees to insert the foregoing provision in all subcontracts hereunder.

IN WITNESS WHEREOF: Five (5) 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.

PARTY OF THE FIRST PART

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF THE SECOND PART

BY: _____
Printed Name

BY: _____
CHAIRMAN, BOARD OF DIRECTORS

BY: _____
Signature

DATE: _____

Title
DATE: _____

Tax Identification Number

RECOMMENDED BY:

ATTEST:

CHIEF ENGINEER AND GENERAL MANAGER
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

CLERK OF THE BOARD

DATE: _____

LEGAL REVIEW

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

BY: _____
GENERAL COUNSEL, FLOOD CONTROL
DISTRICT OF MARICOPA COUNTY

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, in the County of Maricopa, 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 Flood Control District of Maricopa County, dated the ____ day of _____, 1990, for FCD Contract 90-02; Salt-Gila Low Flow Channel, Tuthill Road to Sarival Road 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 monies 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 was copied at length herein.

The prevailing party or any party which recovers judgement 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 _____, 1990.

AGENCY OF RECORD

AGENCY ADDRESS

BOND NUMBER.

PRINCIPAL SEAL

BY: _____

SURETY SEAL

BY: _____

POWER OF ATTORNEY SEAL

BY: _____

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

WHEREAS, the Principal has entered into a certain written contract with Flood Control District of Maricopa County, dated the _____ day of _____, 1990, for FCD Contract 90-02; Salt-Gila Low Flow Channel, Tuthill Road to Sarival Road, 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 was 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 _____, 1990.

AGENCY OF RECORD

AGENCY ADDRESS

BOND NUMBER

POWER OF ATTORNEY

BY: _____

PRINCIPAL SEAL

BY: _____

SURETY SEAL

BY: _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

Salt-Gila Low Flow Channel

CONTRACT FCD 90-02

PROJECT TITLE Tuthill Road to Sarival Road

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000	
				MINIMUM	each occurrence
	COMMERCIAL GENERAL <input checked="" type="checkbox"/> 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
				PROPERTY DAMAGE each occurrence	1,000
	COMPREHENSIVE AUTO <input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> ENGINEERS PROFESSIONAL LIABILITY			EACH CLAIM AND ANNUAL AGGREGATE	
	<input checked="" type="checkbox"/> OTHER	The Flood Control District of Maricopa County and Maricopa County shall be named as additional insureds.			

Except for Professional Liability Insurance and Workers' Compensation Insurance, the Flood Control District of Maricopa County is added as an additional insured in respect to liability arising in any manner out of the performance of any contract entered into between the insured and the Flood Control District or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order, or otherwise required. 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 thirty (30) days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

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, 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 and 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 negligence of the Flood Control District of Maricopa County and Maricopa County. The above cost of damages incurred by the Flood Control District of Maricopa County, Maricopa County, or any of its departments, agencies, officers or employees, or others aforesaid shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

Firm

Date

Principal

Title

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FOR
GILA RIVER LOW-FLOW CHANNEL
CONTRACT FCD 90-02

PROPOSED WORK: The proposed work consists of excavating a 4.7 mile long low flow channel and clearing vegetation within the project corridor limits in the Gila River south of Buckeye, Arizona. The channel extends from Station 522+00 near the Tuthill Road Bridge to Station 770+00 near Sarival Road (Extended). The channel bottom shall be graded to allow for the unrestricted passage of floodwaters. The low flow channel banks shall be uniformly graded to a 2:1 side slope to allow for side drainage to flow into the low flow channel. Excavated material shall be disposed of in mandatory and available sites shown on the plans. The approximate quantity to be excavated is 999,000 c.y.

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

NEGOTIATION CLAUSE: Recovery of damages related to expenses incurred by the Contractor for a delay for which the Flood Control District of Maricopa County is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between the Contractor and the Flood Control District of Maricopa County. This provision shall not be construed to void any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

PRECEDENCE OF CONTRACT DOCUMENTS: In case of a discrepancy or conflict the Project Plans will govern over the MAG Uniform Standard Specifications. The Construction Special Provisions will govern over the MAG Uniform Standard Specifications, and the Project Plans.

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

CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within two hundred ten (210) 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, at the pre-construction conference, his proposed work progress schedule to the Engineer for approval.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT NO. FCD 90-02

FILL AND DISPOSAL PLAN: The Contractor shall submit, at the pre-construction conference, his proposed Fill and Disposal Plan for material excavated from the low flow channel to the Engineer for approval prior to commencement of work. As a minimum, the plan shall consist of the estimated fill quantity for the mandatory fill site; the location (by station) from which the fill material will be excavated; and the disposal areas to be utilized for the remaining excavated material. A purpose of the plan is to insure that adequate fill material is available for the mandatory fill site.

Excavated materials shall be disposed of as shown on the plans. The Contractor's fill and disposal plan will be developed so that adequate excavated material is identified and allocated (by station) for totally filling the mandatory fill site. The identified disposal sites are available for disposing of excavated material not needed to fill the mandatory site.

SUBSECTION 101.2 - DEFINITIONS AND TERMS: Change the definition of Budget Project to read as follows: A project financed by funds set aside in the annual budget or likewise approved by the Board of Directors of the Flood Control District of Maricopa County.

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

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

SECTION 102 - ADDENDA & SUBMISSION OF BIDDING SCHEDULE: It shall be the responsibility of prospective bidders to determine, prior to submission of a bid, if any addenda have been issued. This may be accomplished by calling 602-262-1501. Any addendum issued, if not already bound into the Special Provisions, must be included as part of the Special Provisions, and any quantities on the Bidding Schedule requiring change shall be adjusted by pen and ink to the new figure.

Bids that do not include appropriate addenda and show appropriate changes to the Bidding Schedule shall be invalid.

SUBSECTION 103.6 (A) - CONTRACTOR'S INSURANCE: Concurrently with the execution of the Contract, the Contractor shall furnish a Certificate of Insurance using the included Certificate or one of equal wording that names the Flood Control District of Maricopa County as additional insured. The certificate shall also name the District as certificate holder, and provide the types of insurance and the limits of liability as indicated on the included form.

SUBSECTION 105.6 - COOPERATION WITH UTILITIES: The following phone numbers as indicated should put the Contractor in contact with the proper personnel:

El Paso Natural Gas Co. (Bill Ward, Phoenix Office)	484-4224
Arizona Public Service (Ernie Cota)	371-6964
Location Staking, Blue Stakes	263-1100
Buckeye Irrigation District	1-386-2196
Maricopa County Highway Department (Utility Coordinator)	233-8649

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 90-02

There are two underground 6" gas lines owned by El Paso Natural Gas Company (ELPNGCo), existing within the project limits upstream of Station 774+00 ±. There will be no clearing and grubbing activity or any excavation or fill activity beyond Station 774+00 ±. The Contractor shall exercise "extreme caution" in the area of these underground gas lines.

Prior to any construction activity in the vicinity of these gas lines (including the use of this area for access, etc.), the Contractor will coordinate with ELPNGCo, a minimum of 14 days in advance, for a field verification and the locating/staking of the gas lines. The Contractor should contact Mr. Bill Ward, ELPNGCo Phoenix District Superintendent, at 438-4224.

There are Arizona Public Service Company (APS) overhead 12kV electric lines crossing the project limits from about Station 739+00 ± to Station 750+00 ±. The Contractor shall exercise "extreme caution" when working in the area of these overhead electric lines.

The Contractor shall field verify that the placement of any mandatory fill area material near these overhead electric lines meets the following criteria:

The toe of slope at existing grade of the fill material will be placed a minimum of 25 feet away from the centerline alignment of the overhead line power poles. The Contractor will notify APS 7 days prior to working in the area of the overhead electric lines. Contact Mr. Ernie Cota at 371-6964.

SUBSECTION 105.8 - CONSTRUCTION STAKES, LINES, AND GRADES: Horizontal and vertical control for the excavated channel and project corridor clearing work will be established in the field by the District. The District shall provide a baseline stationed at 100-foot intervals. The Contractor shall be responsible for all other construction surveying, including slope staking for control of excavation and embankment, and layout of the project corridor limits for the clearing and grubbing work per Section 201. All survey work by the Contractor shall be performed by a qualified and experienced surveyor licensed to practice surveying in the State of Arizona or under the direct supervision of such a licensed surveyor.

SUBSECTION 107.2 - PERMITS: The Contractor shall be responsible for obtaining all permits and licenses, pay all charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work. Permits for earth moving and for burning of vegetation cleared and grubbed from the project limits may be obtained from the Maricopa County Bureau of Air Pollution Control, 1845 E. Roosevelt, telephone number 258-6381, Ext. 372.

The Contractor shall obtain necessary permits from the Maricopa County Highway Department for use of the Cotton Lane alignment as project site access.

SUBSECTION 107.5 - COMPLIANCE WITH THE ARIZONA HAZARD COMMUNICATION STANDARD: The Owner will provide the Contractor with Material Safety Data Sheets (MSDS) for any products known to exist on the site that have physical hazards or are deemed health hazards.

The Contractor will provide a copy of Owner-provided MSDS to all subcontractors.

The Contractor will provide the Owner and all subcontractors with MSDS for any products that have physical hazards or are deemed health hazards that will be brought onto the site or created on the site by either the Contractor or by any subcontractors.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 90-02

The Contractor will provide the Owner with a statement certifying that all personnel (Contractor and subcontractor) employed by the Contractor or by a subcontractor on the job site have received the required Hazard Communication Standard training.

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

SUBSECTION 108.7 - DETERMINATION AND EXTENSION OF CONTRACT TIME: 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. The Flood Control District assumes no responsibility for understandings, representations, or predictions concerning conditions of the work area during the period of the Contract.

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

SECTION 201 - CLEARING AND GRUBBING:

SUBSECTION 201.1 - DESCRIPTION: This work shall consist of clearing and grubbing, root cutting and grading type operations in designated areas within the project corridor limits for the removal of trees, snags, logs, stumps, shrubs, rubbish, and debris and shaping of the cleared area for drainage. All stumps, roots and root clusters having a diameter of one inch or larger shall be grubbed or root cut to a depth of at least two feet below the surface elevation of the finished clearing.

SUBSECTION 201.3 - METHOD: The area will be cleared, grubbed to a depth of two feet by use of a deep chisel-like ripping or rooting device that cuts the plant stem and roots. A root rake or brush blade will be used in conjunction with the ripping or rooting device to separate brush and debris from soil and noncombustible materials. Work on acreage to be root cut to a depth of two feet shall be completed prior to the initiation of the low flow channel excavation in that area. Plowing and discing, and the use of herbicides is not acceptable.

The Contractor shall be responsible to establish points along and within the limits of the project corridor for the purpose of defining the limits of clearing and grubbing.

Certain types of trees, such as cottonwood and mesquite, shall not be disturbed by the Contractor without specific approval from the Engineer.

The areas of clearing and grubbing activity within the project corridor limits will occur from downstream of Station 620+00 ± to Station 520+00, and upstream from Station 700+00 ± to Station 769+00±.

SUBSECTION 201.3.1 - GRADING: The cleared area shall be rough graded to provide for positive drainage into the low flow channel alignment or into existing channels or swales. The grading will be accomplished in such a manner to accommodate the drainage of small side channels flowing from outside the clearing area into the low flow channel alignment, unless shown otherwise on the cross sections. Material excavated in the process of grading shall be spread out over the clearing areas in such a manner to facilitate positive drainage into the low flow channel alignment.

SUBSECTION 201.4 - DISPOSAL: All combustible materials from the cleared and grubbed area shall be burned, chipped, or removed from the site unless otherwise directed by the Engineer. Acquisition of a burning permit(s) is the responsibility of the Contractor. Burning shall be initiated only in compliance with the restrictions of the Maricopa County Bureau of Air Pollution Control. It is the Contractor's responsibility to obtain DAILY clearance to burn and the Contractor, on a daily basis, will notify all concerned agencies of any burning activity.

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, shovels, saws, mattocks, and other equipment and personnel necessary for use in fire suppression operations.

Non combustible 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. Maricopa County sanitary landfills are available for disposal of this material. The Contractor may contact Mr. Nick Sciarro at 269-2661 for more information. The Landfill Fee Schedules are available upon request.

SUBSECTION 201.4.1 - 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 owner. Trees and logs suitable to cutting and trimming for fireplace wood may be segregated and made available to the owner, if requested. No such materials shall be used or removed from the site by the Contractor for resale.

SUBSECTION 201.5 - MEASUREMENT AND PAYMENT: The gross acreage to be cleared on this project has been determined by the District based on scaled distances on the drawings. The gross area actually cleared for payment purposes shall be calculated from the drawings based on field measurements off the baseline, as agreed upon by the Engineer and the Contractor.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 90-02

Payment for the clearing operation will be made at the unit price per acre in the bid 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 in these special provisions.

SECTION 215 - EARTHWORK FOR OPEN CHANNELS:

SUBSECTION 215.1 - DESCRIPTION: This work shall consist of clearing, excavation, fill, backfill, grading and disposing of excavated and removed materials. The open channel in this project will be an unlined trapezoidal channel with a 2:1 sideslope with the channel bottom width and depth having varied dimensions.

SUBSECTION 215.4 - FILL AND BACKFILL: Excavated material shall be placed as fill in layers not exceeding twelve (12) inches in depth. Hauling equipment shall be so routed to achieve compaction from wheel rolling. Each layer shall be leveled prior to placing the successive layer. Sideslopes for fill areas shall be placed with a 6:1 slope (six horizontal to one vertical). Fill material shall be placed in areas identified for mandatory fill as shown on the cross sections. Remaining fill material (after satisfying the material needs for the mandatory fill areas) will be disposed of as shown on the cross sections or elsewhere within the project corridor limits, as directed by the Engineer.

SUBSECTION 215.5 - GRADING: Grading shall be accomplished in such manner to accommodate side drainage into the low flow channel. Areas to be backfilled within the project corridor will be graded to drain towards the low flow channel. Areas backfilled outside of the project corridor will be graded to drain towards the project corridor or the main river channel, as directed by the Engineer, at no additional cost to the District.

SUBSECTION 215.7 - MEASUREMENT AND PAYMENT: Measurement for payment shall be made in the field to determine the actual number of cubic yards of material removed. Before excavation and after excavation cross sections surveyed by the Engineer shall be used to calculate the quantity of material removed. Quantities shall be calculated using the average-end area method. No payments shall be paid for quantities removed 3 inches or more below grade. No separate measurements shall be made for grading or disposal of excavated materials, or for clearing for the placement of the mandatory fill area.

VEHICULAR INSPECTION ROAD: The Contractor shall construct an access road suitable for use by four wheel drive vehicles, the purpose of which shall be for use by the District to conduct future inspections of the cleared area. The road shall be constructed along the south boundary of the project corridor, within the right-of-way. The road construction shall consist only of blading within the limits of this project. Horizontal or vertical control will not be required. Minimum width shall be 10 feet.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 90-02

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.

The Contractor's work area shall be limited to the 1000' \pm project corridor and identified areas for disposal that may be outside of the project corridor. Access to the work area shall be limited to existing access points indicated on the drawings. The Contractor's proposed haul route shall be coordinated with and approved by the Engineer prior to the commencement of excavation. Special care shall be exercised to preclude damage or destruction of trees and vegetation outside of the project corridor and mandatory fill area.

The Contractor may elect to access the project from private lands, by first obtaining written permission from the private property owner(s). The Contractor must provide a copy of the written permission to the Engineer prior to using such project access.

When working in the area of an existing "diversion dike" near the project baseline and between Stations 770+00 \pm and 772+00 \pm , the Contractor will exercise extreme care so as not to damage the dike embankment.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 90-02