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SPECIAL PROVISIONS
FOR
SAN TAN ROAD BRIDGE AND GRADING &
PAVING BRIDGE APPROACHES (OVER
RWCD FLOODWAY)

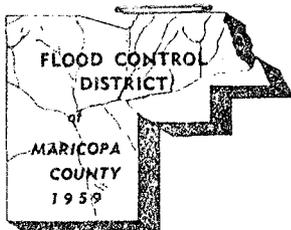
CONTRACT NO. FCD 79-3

SPECIAL PROVISIONS
FOR
SAN TAN ROAD BRIDGE AND GRADING &
PAVING BRIDGE APPROACHES (OVER
RWCD FLOODWAY)

CONTRACT NO. FCD 79-3



SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF JULY 1, 1974
AND REVISIONS AND SUPPLEMENTS THERETO.



FLOOD CONTROL DISTRICT

of

Maricopa County

3335 West Durango Street • Phoenix, Arizona 85009

Telephone (602) 262-1501

BOARD of DIRECTORS
Hawley Atkinson, Chairman
George L. Campbell
Tom Freestone
Fred Koory, Jr.
Ed Pastor

Herbert P. Donald, Chief Engineer and General Manager

ADDENDUM #1

MEMO TO: All Prospective Bidders

DATE: July 5, 1979

SUBJECT: San Tan Road Bridge and Grading and Paving Bridge
Approaches (over RWCD Floodway) Contract No. FCD 79-3
Additions to Special Provisions

Section 206 - Structure Excavation and Backfill

Structure excavation shall consist of removal of material for the construction of the bridge piers and bridge abutments and drilled caissons as indicated on the plans and in accordance with Section 206 of the Uniform Standard Specifications.

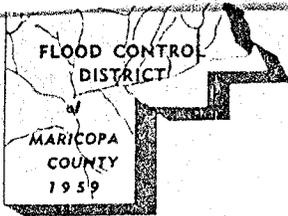
Backfill shall consist of furnishing, placing and compacting material behind the bridge abutments as indicated on the plans and in accordance with Section 206 of the Uniform Standard Specifications.

The method for drilling and belling the caissons shall be approved by the Engineer. The caissons shall be plumb to within one percent of the total depth. All loose material shall be cleaned from the base of the excavation prior to the placement of concrete.

No separate payment will be made for structure excavation, backfill and for drilling caissons and the cost of these items shall be included in the unit bid price per cubic yard for Item 505-1, CLASS "A" CONCRETE.

Please submit your bids accordingly.

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



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of

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ADDENDUM #2

MEMO TO: All Prospective Bidders

DATE: July 11, 1979

SUBJECT: San Tan Road Bridge and Grading and Paving Bridge
Approaches (over RWCD Floodway) Contract No, FCD 79-3
Additions to Special Provisions

Answers and clarification to questions raised at pre bid conference held July 11, 1979.

- 1) Question regarding method of curing concrete for bridge structures.

Answer: Curing of concrete shall be in accordance with Section 505.8 CURING of the Maricopa Association of Governments Uniform Standard specifications for public works construction and the Supplement dated 1977.

EXCEPT that the curing of concrete for bridge structures will not be limited to water curing. Any of the methods listed in Section 505.8 may be used.

- 2) Question regarding accuracy of pier caisson and abutment caisson concrete quantities.

Answer: On Bid Schedule Table in Special Provisions and on Sheet 1 A of the plans, change quantities for Class "A" concrete as follows:

pier caissons from 304 cy to 152 cy
abutment caissons from 39 cy to 19 cy
total Class "A" concrete from 1082 cy to 910 cy

The bid for Class "A" concrete must reflect the above changes.

Please submit your bids accordingly.

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

CERTIFICATION WITH RESPECT TO THE
RECEIPT OF ADDENDA

This certifies that Addenda No. 1 and No. 2 to the Special Provisions, Flood Control District Contract No. 79-3 have been received and that I understand and agree that Addenda No. 1 and No. 2 are made a part of the contract. The submission of a bid and signing of the proposal indicates inclusion of these Addenda.

NAME OF CONTRACTOR

BY

TITLE

DATE

NOTE: THIS CERTIFICATION MUST ACCOMPANY CONTRACTOR'S BID.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 INVITATION FOR BIDS
 SAN TAN ROAD BRIDGE (OVER RWCD FLOODWAY) & GRADING & PAVING BRIDGE
 APPROACHES

BID OPENING: July 18, 1979

PROPOSED WORK: The proposed work consists of construction of a reinforced concrete bridge, approach pavements and other miscellaneous items of work required for construction of a bridge on San Tan Road over the proposed RWCD Floodway channel.

LOCATION OF WORK: The proposed work is located on San Tan Road, approximately 3 miles south of State Highway 87 in Pinal County, Arizona.

SEALED BIDS: Sealed Bids for the proposed work will be received by the Chief Engineer and General Manager, Flood Control District of Maricopa County, 3335 West Durango, Phoenix, Arizona until 2:00 P.M. (Phoenix time) on the above date, and then publicly opened and read. 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 of Maricopa County. The Flood Control District reserves the right to reject any and all bids and to waive any informality in any bid received.

ELIGIBILITY OF CONTRACTORS: The Contractor shall be appropriately licensed as a Contractor in the State of Arizona for performing the before mentioned type of work.

PRINCIPAL ITEMS AND APPROXIMATE QUANTITIES

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
30,000	c.y.	excavation
740	c.y.	embankment
400	ton	aggregate base
200	ton	asphalt concrete
1,080	c.y.	Class A Concrete
140,000	lb.	reinforcing steel
75	gal.	preservative seal for asphalt concrete
250	l.f.	chain link fence
550	ton	select material

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.

CONTRACT TIME: The Contractor shall complete all work on the project within one hundred twenty (120) calendar days after date of Notice to Proceed.

A PRE-BID CONFERENCE WILL BE HELD ON JULY 11, 1979, AT 9:00 A.M., IN THE FLOOD CONTROL DISTRICT CONFERENCE ROOM, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA. 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 ENGINEER AND GENERAL MANAGER, PREFERABLY IN WRITING, PRIOR TO THE PRE-BID CONFERENCE. ANY

ANSWERS OR CLARIFICATIONS AFFECTING THE COST WILL BE ADDRESSED TO ALL BIDDERS IN AN ADDENDUM. UNDER NO CIRCUMSTANCES WILL VERBAL ANSWERS OR CLARIFICATIONS BE GIVEN TO INDIVIDUAL CONTRACTORS EITHER BEFORE OR AFTER THE PRE-BID CONFERENCE.

CONTRACT PLANS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS: Plans, Special Provisions, and forms for Proposal, Bidding Schedule, Contract Agreement and Performance Bond may be obtained from the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, upon payment of \$5.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded. Each bid must be accompanied by a certified check, cashier's check or surety bond, in the amount of 5% of bid, 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 condition for the faithful performance of the work. Otherwise, said amount will be forfeited to the Flood Control District.

PREVAILING WAGE SCALE: All labor employed on this work shall be paid for at rates not less than prevailing rates of wages certified by the Industrial Commission of Arizona for public works contracts in excess of \$1,000. A list of the prevailing wage rates is on file in the office of the Flood Control District of Maricopa County and with the Clerk of the Board of Directors which may be inspected at any time during regular working hours or it may be obtained from the office of the Industrial Commission of Arizona.

ALL BIDS ARE TO BE MARKED IN ACCORDANCE WITH SECTION 102.9 of the UNIFORM STANDARD SPECIFICATIONS.

RHEA WOODALL, CLERK
BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY PROJECT
FOR
SAN TAN ROAD BRIDGE (OVER RWCD FLOODWAY) AND GRADING
AND PAVING BRIDGE APPROACHES
CONTRACT FCD 79-3

LOCATION OF THE WORK: This project is located on San Tan Road, approximately one third mile south of State Highway 87, Pinal County, Az.

PROPOSED WORK: The work consists of construction of reinforced concrete bridge, approach pavements and other miscellaneous items of work required for the completion of the project.

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 July 1, 1974, and the Supplement dated 1977, together with the Maricopa County Highway Department Supplement to the Uniform Standard Specifications and the Construction Special Provisions contained herein.

PREVAILING WAGE SCALE: All labor employed on the work shall be paid for at rates not less than the prevailing rates of wages certified by the Industrial Commission of Arizona for public works contracts in excess of \$1,000. A list of prevailing wage rates is on file in the office of the Flood Control District of Maricopa County and with the Clerk of the Board of Directors, and may be inspected at any time during regular working hours, or it may be secured from the office of the Industrial Commission of Arizona.

CONTRACT TIME: The Contractor shall complete all work on the project within one hundred twenty (120) 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 and the Maricopa County Highway Department Supplement to the Uniform Standard Specifications however, in case of conflict, these Special Provisions supersede the Uniform Standard Specifications and the Maricopa County Supplement.

MATERIAL SOURCES: Select material, aggregate base and mineral aggregate may be obtained from Maricopa County Pit No. 283. Pit No. 283 is located two miles east of Maricopa County line adjacent to and north of Chandler Heights Road extended, in Pinal County, more accurately described as S½ of S½ of Section 21, Township 2 South, Range 8 East of G&SRB&M, Pinal County. The pit investigation sheet is available for inspection at the Flood Control District of Maricopa County. The pit is controlled by Maricopa County. Any royalty charges for material removed from this pit for this project will be paid by the District.

OTHER SOURCES: Select material, aggregate base and mineral aggregate may be obtained from commercial sources. However, if the Contractor elects to secure material from other sources, he shall pay all royalties or any other charges or expenses incurred in connection with the securing and hauling of the material. The Contractor will be required to furnish the Engineer with a list of his proposed commercial sources prior to use, and shall present satisfactory evidence that the material produced from any commercial source will meet Maricopa County Standard Specifications and these Special Provisions for such material.

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 to design the location and elevation of all irrigation and drainage pipes, culverts and structures so as not to interfere with the existing utilities, however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation may be adjusted.

It shall be the Contractor's responsibility to protect the structure and construction site from any excessive or detrimental flooding, within the channel right-of-way which may occur during the construction period and until final acceptance of the completed bridge in writing by the Engineer.

Upon completion of the construction, the Contractor shall clear the channel bed and work area of all debris to the satisfaction of the Engineer.

No vehicular loads will be permitted on the bridge before the lapse of twenty-one (21) days from the date of the last pour of concrete for the bridge deck, unless approval is obtained in writing from the Engineer.

The District reserves the right to adjust design grades or the location of drainage structures prior to construction, if it should become necessary in the opinion of the Engineer, without additional cost to the Flood Control District of Maricopa County.

The Contractor shall take special precautions to keep the area around the bridge properly barricaded and marked with flares to prevent automotive

GENERAL COMMENT: (CONTINUED) traffic from running into the channel, crossing the new bridge structure prior to the acceptance of the completed project in writing by the Flood Control District of Maricopa County. The installation of any necessary conduits, brackets or piping or any other facility or work which may be performed for the accommodation of any utility, shall be paid for by the utility owner. The Contractor shall make all arrangements that may be necessary for the construction and any financial agreement shall be solely between the Contractor and the utility owner.

GUARANTEE: The Contractor shall guarantee the structures for one year against faulty materials, faulty workmanship and failure to meet the specifications requirements.

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

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

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

SUBSECTION 105.6 - COOPERATION WITH UTILITIES: Change the second paragraph of the Uniform Standard Specifications to two paragraphs, to read as follows:

The Contractor shall comply with the requirements of ARS-40-360,21 through 40-360.29 in notification to the interested utility owners prior to start of construction. The Contractor shall resolve all problems with the utility owners concerned.

Any facility or work performed by the Contractor for the accommodation of any utility such as the installation of conduits, brackets or piping on bridges, shall be paid for by the utility owner. The Contractor shall make all arrangements necessary for the construction and any financial agreement shall be solely between the Contractor and the utility owner.

Delete the last sentence of the third paragraph of the Uniform Standard Specifications.

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 Stake	263-1100
Roosevelt Water Conservation District	963-3414
Gila River Indian Reservation (BIA)	261-4204

SECTION 211 - FILL CONSTRUCTION: The work under this section shall consist of providing and placing embankment material for the roadway subbase. Embankment material shall be taken from suitable excavated material on the project.

Embankment material will be measured by the cubic yard of material in place and the volume will be computed by the average end area method.

Water used in conjunction with this item will be in accordance with SECTION 225 - WATERING and will not be a separate pay item.

Payment for all work under this section will be made at the unit price bid per cubic yard for ITEM NO. 211 - EMBANKMENT.

SECTION 215 - EARTHWORK FOR OPEN CHANNELS: The work under this section shall consist of excavating the floodway channel and the subgrade for the approach roadway.

The quantity of excavated material will be measured by cubic yard of material removed and the volume will be computed by the average end area method.

Disposal of the surplus excavated material may be made at the spoil disposal areas indicated on the plans.

Payment for all work under this section will be made at the unit price bid per cubic yard for ITEM NO. 215 - EXCAVATION.

SECTION 310 - UNTREATED BASE: Select material and aggregate base shall conform to the requirements of Section 702 of the Uniform Standard Specifications. Select material and aggregate base shall be crushed in accordance with Section 702.2.

The Contractor will be required to furnish the Chief Engineer and General Manager certified weight tickets covering all of the select material and aggregate base placed on the project. Final pay quantities will be based upon the scale tickets accepted by the Chief Engineer and General Manager. Payment for all work under this Section will be made at the contract unit price bid per ton for ITEM NO. 310-1, SELECT MATERIAL and ITEM NO. 310-2 AGGREGATE BASE, which price shall be full compensation for the items complete in place, including all necessary labor, material and equipment for placing and compacting.

SECTION 321 - ASPHALT CONCRETE: The bituminous material to be used shall be AR-4000 Paving Asphalt and shall comply with Sections 710 and 711 of the Uniform Standard Specifications.

The mineral aggregate shall meet the grading requirements within the range of the specified tolerances for Mix-Designation C-3/4 in accordance with Section 710 of the Uniform Standard Specifications and Maricopa County Highway Department Supplement to the Uniform Standard Specifications.

The work shall fully comply with Section 321 except that no mineral filler or blending sand will be required.

In addition to pugmill type mixing plants, Drum Dryer Mixers will be

CONSTRUCTION SPECIAL PROVISIONS

CONTRACT NO. FCD 79-3

SECTION 321 - ASPHALT CONCRETE: (CONTINUED) allowed in accordance with Standard Specifications 710.8. The moisture content of the bituminous mixture immediately behind the paver shall not exceed three percent.

The proper proportioning of the material at the cold feed shall be determined by the Contractor and approved by the Engineer prior to the production of asphalt concrete. Production shall not commence until calibration tests indicate that an acceptable product can be obtained.

The correct proportions of each aggregate size introduced into the mixer shall be drawn from the storage bins by an approved type of continuous feeder which shall supply the correct amount of aggregate in proportion to the bituminous material and shall be so arranged that the proportion of each aggregate size can be separately adjusted. The continuous feeder for the aggregate may be mechanically or electrically activated.

The plant shall be equipped with a sampling device to take representative composite samples of the cold feed. If tests indicate noncompliance with specifications, operation shall cease until proper corrections have been made.

The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested in accordance with the requirements of AASHTO T 195, is at least 95 percent.

Payment for all work under this section will be made at the contract unit price bid per ton for ITEM No. 321, ASPHALT CONCRETE, which price shall be full compensation for the items, complete in place, including all necessary labor, material and equipment for placing and compacting.

SECTION 334 - PRESERVATIVE SEAL FOR ASPHALT CONCRETE: The work under this section shall fully comply with Section 334 of the Uniform Standard Specifications.

The material used shall comply with Section 718 of the Uniform Standard Specifications. Preservative Seal shall be applied at the rate of 0.08 gallons of diluted mixture per square yard.

Payment for this item will be made at the contract unit price bid per gallon for ITEM NO. 334 - PRESERVATIVE SEAL FOR ASPHALT CONCRETE, which price shall be full compensation for the item, complete in place, including all necessary labor, material and equipment.

SECTION 401 - TRAFFIC CONTROL: Traffic control shall conform to the applicable paragraphs of Section 401 of the MAG Uniform Standard Specifications dated July 1, 1974, the amendments thereto and these Special Provisions.

A road closure of San Tan Road is authorized and the Contractor shall provide all closure signing. This signing shall be placed on channels. In addition to the signing in front of the dirt berms at the project site, closure signing shall be placed at the intersection of San Tan Road and B. I. A. Road #68 and at the intersection of San Tan Road and State Highway 87 with a detour route southeasterly along State Highway 87 and easterly along B. I. A. Road #68.

A five foot high dirt berm of three inch select material shall be placed across San Tan Road on both approaches to the bridge construction site. Dirt berms shall remain until the road is opened to traffic.

Contractor shall notify the Flood Control District of Maricopa County (262-1501) and the B. I. A. Road Division in Sacaton (562-3511) five (5) workdays prior to closing San Tan Road.

All construction signing and barricading shall remain in place three working days beyond acceptance of the bridge in writing by the Flood Control District of Maricopa County.

SECTION 405 - MONUMENTS: The work under this section shall consist of installing a Brass Cap in the Sidewalk at the N.W. corner of the Bridge (Brass cap will be furnished by the Flood Control District).

All work shall conform to Section 405 of the Uniform Standard Specifications. Payment for all work under this section will be included in the unit price bid for all work in SECTION 505 - CONCRETE STRUCTURES.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD NO. 79-3

SECTION 420 - CHAIN LINK FENCES: The work under this section shall consist of constructing chain link fences on the bridge.

Payment for all work under this Section will be made at the unit price bid per linear foot for ITEM NO. 420, CHAIN LINK FENCE.

SECTION 505 - CONCRETE STRUCTURES: The work under this section shall include the construction of the concrete bridge, approach slabs and channel lining.

All concrete shall conform to Section 725 and reinforcing steel and wire mesh reinforcement shall conform to Section 727 of the Uniform Standard Specifications and the Maricopa County Supplement.

Payment for all work under this section will be made at the unit price bid per cubic yard for ITEM NO. 505-1, CLASS "A" CONCRETE and at the unit price bid per pound for ITEM NO. 505-2, REINFORCING STEEL.

WASTE DISPOSAL

Material excavated for bridge and channel construction, except asphalt pavement and other debris, shall be wasted in the Waste Disposal Areas as shown on the plans. Material is to be placed in two (2) foot lifts and not above the contiguous ground level and at the direction of the Engineer.

The disposal of asphalt pavement and other debris removed shall be the responsibility of the contractor.

No direct payment shall be made for WASTE DISPOSAL and the cost of this item shall be included in the unit bid prices of the other items.

CONTRACTOR'S WORK AREA

The Contractor's work area shall be limited to an area extending three hundred (300) feet downstream and three hundred (300) feet upstream of the centerline of San Tan Road and having a width of three hundred thirty (330) feet, lying within the RWCD Floodway right-of-way.

In addition to the above, the area within the San Tan Road right-of-way and within the project limits may be used as Contractor's work area.

BUDGET PROJECT PROPOSAL
CONTRACT NO. FCD 79-3

The following Proposal is made to the Flood Control District of Maricopa County for constructing San Tan Road Bridge, FCD 79-3 in the County of Pinal, 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 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 of July 1, 1974, and the Supplement dated 1977, together with the Maricopa County Highway Department Supplement to the Uniform Standard Specifications and the Special Provisions, forms of Contract and Bond authorized by the Board of Directors and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected.

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Specifications, Special Provisions, or conditions to be overcome, be plead. On the basis of the Plans, Specifications, Special Provisions, the forms of Contract, and the Bond proposed for use, the Undersigned proposes to furnish all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work and to furnish all the materials in the manner specified and to finish the entire project within the time hereinafter proposed and to accept, as full compensation therefor, the sum of various products obtained by multiplying each unit price, herein bid for work or materials, by the quantity thereof actually incorporated in the completed project, as determined by the Chief Engineer and General Manager, Flood Control District of Maricopa County.

The Undersigned understands that the quantities mentioned herein are approximate and are subject to increase or decrease and hereby proposes to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the Bidding Schedule.

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.

PROPOSAL
CONTRACT NO. FCD 79-3

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bond 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:

PROPOSAL
CONTRACT NO. FCD 79-3

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.

PROPOSAL
CONTRACT NO. FCD 79-3

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 here-
inafter 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: 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.

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.

CONTRACTOR, PARTY OF FIRST PART

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF SECOND PART

By: _____
Chairman, Board of Directors

Date: _____

Date: _____

RECOMMENDED BY:

ATTEST:

Chief Engineer and General Manager
Flood Control District of Maricopa
County

Clerk of the Board

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

KNOW ALL MEN BE THESE PRESENTS:

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

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

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

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

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 23, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of said Title, Chapter, and Article, to the extent as if it were copied at length herein.

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

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

PRINCIPAL SEAL

BY: _____

AGENCY OF RECORD

SURETY SEAL

BY: _____

AGENCY ADDRESS

POWER OF ATTORNEY SEAL

BY: _____

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

KNOW ALL MEN BE THESE PRESENTS:

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

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

WHEREAS, the Principal has entered into a certain written contract with the Flood Control District of Maricopa County, dated the _____ day of _____, 19____, for _____

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

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

PRINCIPAL SEAL

BY: _____

AGENCY OF RECORD

SURETY SEAL

BY: _____

AGENCY ADDRESS

CONTRACT NO. FCD 79-3
PERFORMANCE BOND

POWER OF ATTORNEY SEAL

BY: _____

SAN TAN ROAD BRIDGE OVER
RWCD FLOODWAY AND SAN TAN ROAD APPROACHES

BIDDING SCHEDULE

PAGE 1 of 1

CONTRACT NO. FCD 79-3

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST IN WRITING	UNIT COST IN FIGURES	AMOUNT
211	740	c.y.	embankment			
215	29,830	c.y.	excavation			
310-1	550	ton	select material			
310-2	400	ton	aggregate base			
321	200	ton	asphalt concrete			
334	75	gal.	preservative seal for asphalt concrete			
420	250	l.f.	chain link fence			
505-1	1,082	c.y.	class A concrete			
505-2	140,130	lb.	reinforcing steel			