

Property of  
Flood Control District of MC Library  
Please Return to  
210 N. Chicago  
Phoenix, AZ 85009

Specifications  
&  
Contract Documents  
For

FC-7550

" DIKE ALONG MILLER ROAD IN ELDORADO PARK"



FALL - 1976



**CAPITAL IMPROVEMENTS**

A111.502



CITY OF SCOTTSDALE  
PROJECT FC-7550

*To check*

3	Chief Engr.	2	Engr. <i>Boj</i>
	Deputy	4	<i>CDC CDC</i>
	P & A		
	C & O		
	Hydrology		Suspense
			File <i>201-38</i>
			Destroy
Remarks			

DIKE ALONG MILLER ROAD IN ELDORADO PARK

ADDENDUM NO. 3

- A. 1.1 CLEARING AND GRUBBING - "Tree removal is covered in Bid Item 7, 'Miscellaneous Removals'" should be revised to read "tree removal is covered in Bid Item 63 'Miscellaneous Removals'."
- B. 1.2 EXCAVATION add "This does not include excavation for structures thru the dike, this shall be included in the unit price bid for the structures."
- C. 1.5 DOUBLE BARREL BOX CULVERT "Approximately 120 c.y. of concrete and 19,375 lbs. steel," should be revised to read "Approximately 60 c.y. of concrete and 9250 lbs. steel."
- D. 1.6 through 1.16 STORM DRAINS add "Equivalent strength cast-in-place pipe may be substituted for reinforced concrete pipe at the option of the contractor."
- E. 1.21 through 1.23 CONCRETE PIPE COLLARS add "precast concrete fittings may be substituted for S.D. 214 with the approval of the Engineer."
- F. 1.24 MURRAY LANE OUTLET STRUCTURE add "Approximately 250 S.F. of concrete and grouted cobble bank protection along the lake edge (not shown on the plans) will have to be removed for construction of the 54" outlet structure; this removal is to be included in the lump sum price bid. Any damage to the lake seal (salt-clay seal) as a result of the contractor's work shall be repaired to the satisfaction of the engineer or his representative; this is not a separate pay item."
- G. 1.31 PARK ROAD RECONSTRUCTION and  
1.32 MURRAY LANE RECONSTRUCTION AND WARP  
SECTION ON MILLER ROAD add "Removals necessary for construction of the roadway shall include improvements (curb and gutter, sidewalk, asphalt, etc.) with less than 18" of fill between the improvement and the subgrade of the roadway; this work shall be included in bid item 63 Miscellaneous Removals. Improvements with more than 18" of fill may remain; all asphalt shall be scarified in place prior to placing fill."
- H. 1.40 GROUTED COBBLE DITCH LINING Add "This shall include grouted cobble slope protection along Murray Lane. Sheet 5, which reads 71 s.y., should be revised to read 195 s.y., to be constructed as shown on Enclosure No. 1 to this addendum."

- I. 1.42 FOOT BRIDGE ABUTMENTS Add "The abutments, ramps, and handrail shall be included in the lump sum price bid."
- J. 1.44 SPRINKLER SYSTEM Add "Materials used in the sprinkler system shall be the same or equivalent to the materials in the existing system. Controllers AA and BB are new controllers to be installed as part of the lump sum price bid. Remaining stations are to be hooked up to existing controllers."

DELETE "From the lump sum quantities the installation of sprinkler heads under grouted cobbles as shown on enclosure No. 1 to this change order."

- K. 1.45 through 1.54 walls 1 through 10 Add "Unit price bid (square feet) shall be computed based on the height of the wall from the top of the footing to the top of the wall."
- L. 1.58 BLEACHER WALKWAYS AND STAIR LANDINGS Add "Unit price bid shall include 2'X2' concrete footings 12" thick under the four observation tower legs centered on each foot pad location shown on plan sheet 17. Ramps in the bleacher area are included in this bid item."
- M. 1.63 MISCELLANEOUS REMOVALS Add "Tree removal and relocation shall include existing tree at storm drain station 5+10 south of Murray Lane; all other trees will be removed by others. This bid item shall include removal and reinstallation of approximately 420 L.F. of 2-strand wire fencing.

Approximately 26 S.F. of concrete sidewalk (not shown on plans) at the N.E. corner of Miller and Murray Lane shall be removed. Estimated quantity in circle symbol no. 1, plan sheet 2, should read "Removals, curb and gutter, 13 L.F. and concrete sidewalk, 26 S.F."

Approximately 18 S.F. of concrete sidewalk (not shown on plans) at station 1+50 N, shall be removed to allow construction of block wall no. 1 along patio of the community center.

Curb and gutter, sidewalk, and asphalt removals as described in section G of this addendum shall be included in the lump sum price.

The drop structure as shown on Sheet 20 shall be included in the lump sum price."

PROPOSAL

- N. REVISE BID ITEM 40 to read:

555 s.y. Grouted cobble ditch lining and slope protection

SUM OF

\_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS    \$ \_\_\_\_\_ \$ \_\_\_\_\_

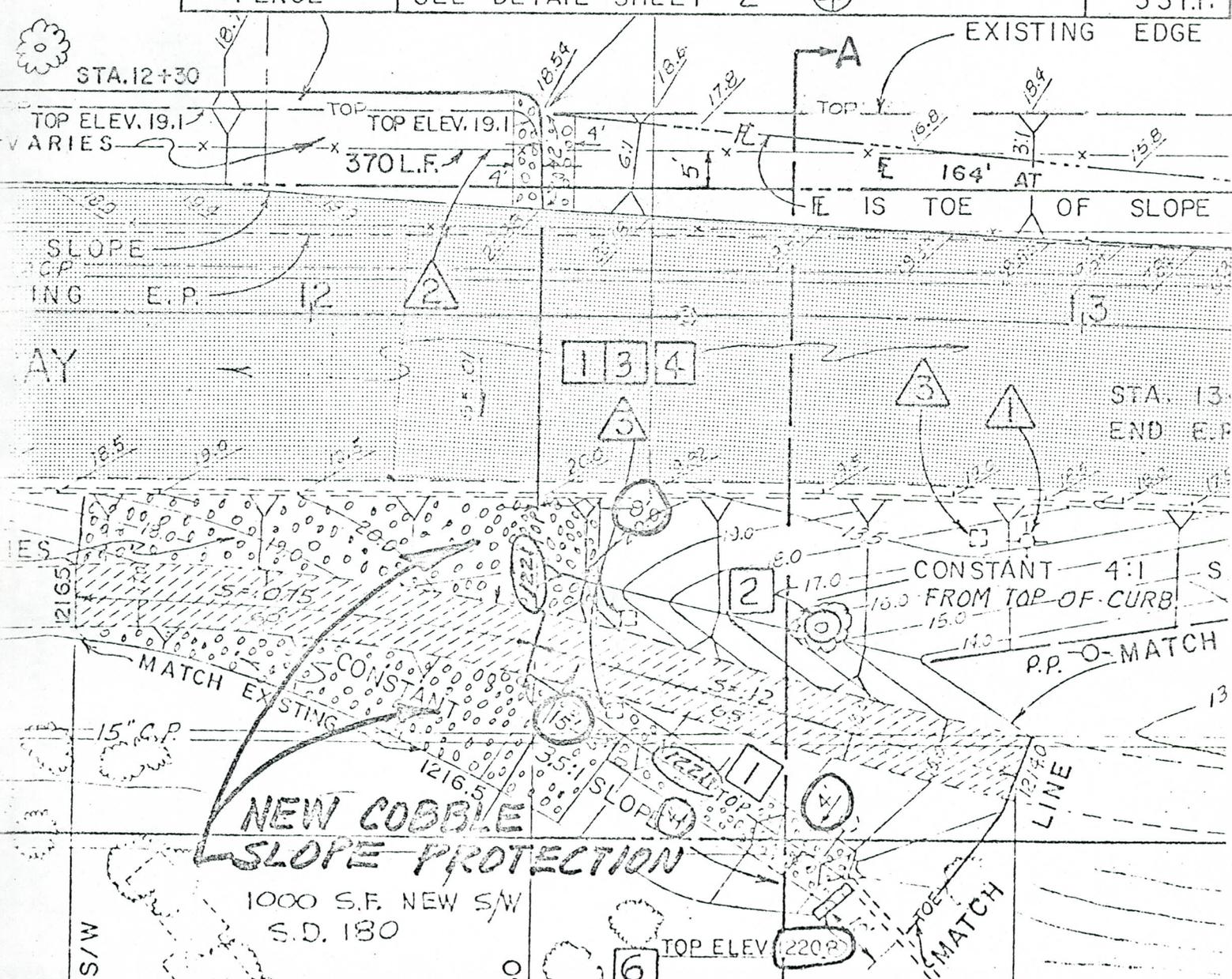
NOTE: This should be changed in the PROPOSAL included in the original specs and should not be filled out on this addendum.

  
George Iannella, Director  
Capital Improvements Engineering

ESTIMATED QUANTITIES THIS SHEET

1	FILL	COMPACTED TO 85% FOR PAVEMENT CREST CURVE AND DIKE (1' THICK GROUTED COBBLES @ TOP)	FILL 2610 cy 195 s.y.
2	DRY WELL	2' DEEP, 4' DIA. C.M.U. WALL	13 l.f.
3	8" BASE COURSE	STANDARD ABC	1640 s.y.
4	2 1/2" SURFACE COURSE	DENSE GRADE MIX, 1 3/4" C-3/4, 3/4" E-3/8	1640 s.y.
5	CURB & GUTTER	(NEW GUTTER ELEV. SHOWN @ OLD LOCATION) CITY OF PHOENIX STD. DTL. 146	393 l.f.
6	8" CMU WALL	SAME AS SECTION A-A, SHEET 6 (61)	6 l.f.
7	CABLE FENCE	TELCO POLES AT 30' O.C. W / CABLE SEE DETAIL SHEET 2 (23)	53 l.f.

FOLLOWS TREE & WELL POPE



ENCLOSURE 1 TO ADDENDUM 3  
 PLAN SHEET 5 REVISED 2 PLACES  
 AS INDICATED BY ARROWS ABOVE

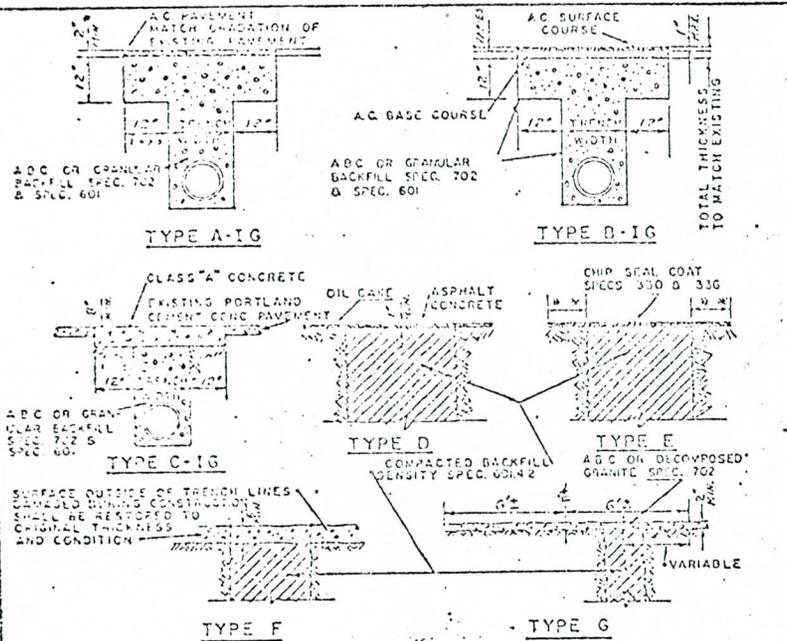
STA. 11+70  
 33' RT. TO S/W

# STANDARD DETAIL 175-S

## CITY OF SCOTTSDALE ENGINEERING DEPARTMENT

### PAVEMENT AND SURFACING REPLACEMENT

APPROVED: David C. O'Leary 9/3/74  
CITY ENGINEER DATE

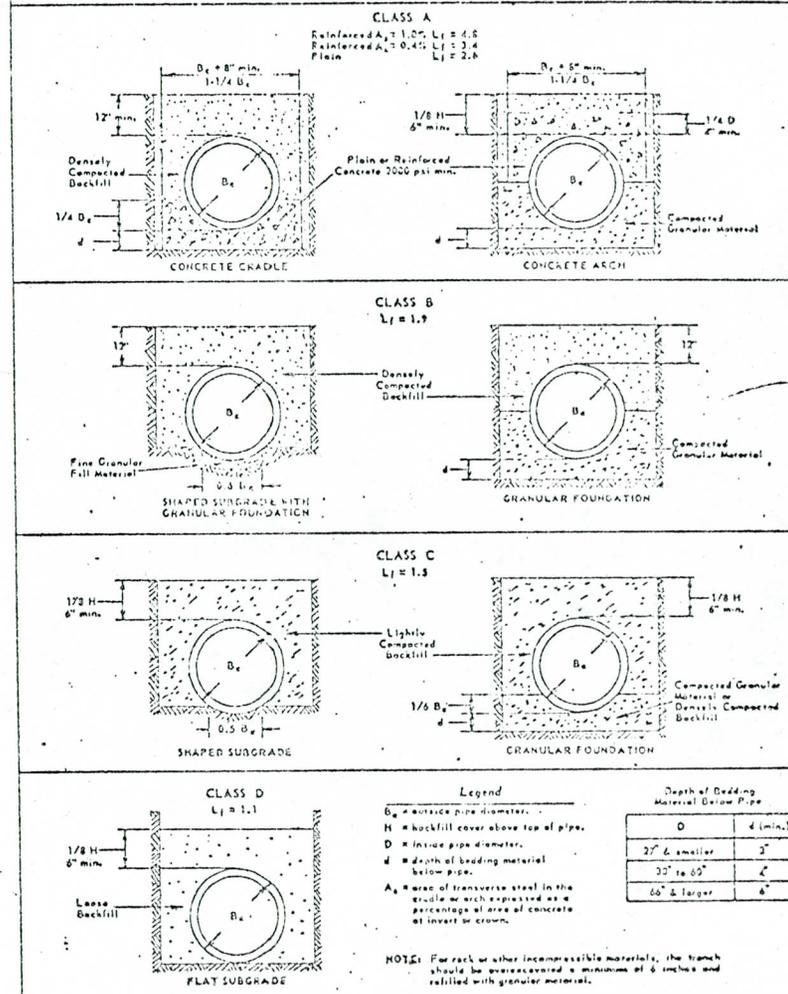


#### Notes

1. Asphalt concrete shall be in accordance with the requirements of Std. Spec. 330 B 710
2. Replacement of street and alley pavement and surfacing within City of Scottsdale Rights-Of-Way shall be as shown on the plans in accordance with all applicable City of Phoenix/Scottsdale Standard Details and Specifications, and/or Contract Documents.
3. Pavement and surfacing replacements within Arizona State Highway or Maricopa County Rights-Of-Way shall be constructed in accordance with Arizona Highway Department or Maricopa County Permit and/or Specification requirements.
4. Construction, Measurement and Payment of Pavement and Surfacing replacement shall be in accordance with requirements of Standard Specification 330 B 330.
5. The thickness indicated is a minimum requirement. The actual compacted thickness placed shall be to this minimum requirement or to the thickness of the existing pavement and/or base whichever is greater.
6.  $L_1$  is variable, as indicated on the plans.
7.  $L_2$  (12"  $L_1$ ) to be used on transverse replacements.

NOT TO SCALE

FIGURE 1



design data



3 Chief Engr.	2 Engrn.
Deputy	1 CSC <i>CSL</i>
P & A	
C & O	
Hydrology	4 Suspense
	4 File
	Destroy

Remarks:

CITY OF SCOTTSDALE  
PROJECT FC-7550

DIKE ALONG MILLER ROAD IN ELDORADO PARK

ADDENDUM NO. 2

The Pre-Bid Conference has been changed from Tuesday, January 4, 1977 at 10:00 A.M. TO WEDNESDAY, January 5, 1977 at 9:00 A.M. in the Scottsdale Center for the Arts Conference Room.

*George Vannella*  
George Vannella, Director  
Capital Improvements Engineering

*I. went to meeting and hand carried letter  
re bank protection for dike on south side of  
Murray Ln.*

*Connett*

DEC 5 3 1977



TO: MARICOPA CO. FLOOD CONTROL DIST.

DATE: 14 DEC. 76

SUBJECT: EL DONADO DIKE

ATTN: CHUCK CONNETT

PROJECT NO: FC-7550

THE FOLLOWING ITEMS ARE TRANSMITTED: HERewith  UNDER SEPARATE COVER

COPIES	DESCRIPTION
1	FC-7550 FINAL PLANS & SPECS.

THE ABOVE ITEMS ARE SUBMITTED:

AT YOUR REQUEST  FOR YOUR REVIEW  FOR YOUR INFORMATION   
FOR YOUR APPROVAL  FOR YOUR ACTION  RETURN CORRECTED PRINTS   
FOR CORRECTIONS  FOR YOUR USE  RETURN CHECK PRINTS

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENCLOSURE(S)

COPIES TO:

SIGNED: Len Eric  
CAPITAL IMPROVEMENTS ENGINEER:  
LEN ERIC

CITY OF SCOTTSDALE  
PROJECT FC-7550

DIKE ALONG MILLER ROAD IN ELDORADO PARK

ADDENDUM NO. 1

- A. There will be a pre-bid conference on Tuesday, January 4, 1977 at 10:00 A.M. in the Scottsdale Center for the Arts Conference Room.
- B. Bid opening date shall be changed from December 14th to January 11, 1977 at 10:00 A.M. at Scottsdale City Hall.
- C. Information for Bidders, Start and Completion of Work:
- DELETE: "Work shall start....and shall be completed within one hundred and twenty (120) calendar days after such issuance."
- ADD: "Work shall start within five (5) days after issuance of NOTICE TO PROCEED and shall be completed within one hundred and fifty (150) calendar days after such issuance. The contractor shall be prepared to start work February 1, 1977."
- D. ADD to Sec. 1.43 TURF: "Bermuda seeding may be substituted for winter rye at the option of the Director of Capital Improvements Engineering. Seeding shall not be done until the sprinkler system is operating and accepted."
- E. DELETE: Section 3.2 of the Special Provisions: "The Contrator....storm drain."
- F. ADD: Sec. 3.2 - "No work shall be done between Sta. 11+33 and Sta. 15+73.7 (Stadium area) until after March 14, 1977."

  
George Iagnella, Director  
Capital Improvements Engineering

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NOTICE INVITING PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Scottsdale, Maricopa County, State of Arizona, ordered: Construction of ElDorado Park Dike.

SEALED BIDS WILL BE RECEIVED until 10:00 A.M., Dec. 14, 1976, by the City Clerk in the Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona. At this time, the bids will be publicly opened and read aloud for furnishing all materials, equipment and labor and performing all the work necessary for the construction of the dike, sprinklers, retaining walls, stadium area, storm drains, miscellaneous items, and reconstruction of Murray Lane. The City Council reserves the right, as the interest of the owner may require, to reject any and all bids, to waive any informality in bids received, and to accept, increase or reduce the quantities of any or all items of any bid, unless the bidder qualified such bid by specific limitation, and reserves the right to reject the bid of any person who has been delinquent or unfaithful to any contract with the City of Scottsdale.

Plans, specifications and proposal forms may be obtained from the office of the Director, Capital Improvements Engineering, 3939 Civic Center Plaza, Scottsdale, Arizona, for a sum of \$25.00 Dollars. This fee is nonrefundable. For those contractors interested in purchasing plans and specs by mail, there will be an additional advance charge of \$5.00 to cover postage and handling. Therefore, a check made payable to the City of Scottsdale in the amount of \$30.00 should accompany your request.

Each bidder shall state his Arizona State Contractor's License Number and Classification as evidence that he is qualified to contract the work as indicated in the Specifications and Plans for the work to be performed.

Pursuant to the Statutes of the State of Arizona, the wage rates paid all laborers, workmen and mechanics employed in the executing of the contract shall be in accordance with the rates of the latest "Arizona Prevailing Wage Scale" of the Industrial Commission of Arizona, applicable to the location at which the work is to be performed. Wage rates as determined above shall be considered as minimum rates only.

Each bid shall be made out on the proposal form which is attached to the Specifications; shall be accompanied by a bid bond acceptable to the City of Scottsdale for penal sum of not less than ten percent (10%) of the amount of the bid made payable to the order of the City of Scottsdale, Arizona.

Bids shall be marked:

Bid of \_\_\_\_\_, contractor,  
for Construction of El Dorado Park Dike

Bids received after the time and date specified above will be returned unopened to the bidder. A bid may be withdrawn prior to the time set for opening of bids. No bid may be withdrawn for a period of thirty (30) days after the date set for receipt of bids.

CITY OF SCOTTSDALE, ARIZONA

BY George Iannella  
George Iannella, Director  
Capital Improvements Engineering

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION:

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 197 and Information for Bidders.

You are hereby notified that your BID has been accepted by the City Council for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 197 .

CITY OF SCOTTSDALE

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

TITLE: \_\_\_\_\_

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged

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

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 197

PROJECT NO. FC-7550

NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
\_\_\_\_\_

In accordance with the Agreement, dated \_\_\_\_\_, 197\_\_,  
you are hereby notified to COMMENCE WORK ON \_\_\_\_\_, 197\_\_  
and you are to COMPLETE THE WORK within \_\_\_\_\_ consecutive calendar days  
thereafter.

The date of COMPLETION OF ALL WORK is therefore \_\_\_\_\_, 197\_\_.  
Official time extensions thereto shall be considered and authorized in strict  
conformance with the applicable General Conditions of the Standard Specifications.

City of Scottsdale

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

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED  
is hereby acknowledged

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

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires

## INFORMATION FOR BIDDERS

GENERAL

Plans, specifications, and proposal forms may be obtained from the office of the Director of Capital Improvements Engineering, Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona, upon the payment of \$25.00 Dollars. There will be no refund for plans returned.

BONDS REQUIRED

- a) Each proposal shall be accompanied by a certified check, or bid bond, acceptable to the City, in an amount equal to at least ten (10%) percent of the total amount of the proposal, payable without condition to the City as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in manner and form required by the Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same.
- b) Bonds in the following amounts will be required at the time of executing the formal contract:
  - (1) Performance Bond - One Hundred (100%) percent of the contract price.
  - (2) Payment Bond - One Hundred (100%) percent of the contract price.

EXECUTION OF CONTRACT

The Contractor shall execute the Contract with the City of Scottsdale within ten (10) days after receiving the Notice of Award for the Contract.

START AND COMPLETION OF WORK

Work shall start within five (5) days after issuance of NOTICE TO PROCEED and shall be completed within one hundred and twenty (120) calendar days after such issuance.

MEASUREMENT AND PAYMENT

- a) Measurement and payment for all Pay Items in the "Proposal" shall be as indicated in the applicable standard specification and/or in the "Special Provisions".
- b) Measurement of the various items in the "Proposal" shall be of each item of completed work with no allowances for waste.
- c) Payment for various items in the "Proposal" will be made at the unit price bid in the "Proposal" and shall be compensation in full for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as specified, with connections, testing and related work completed. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the "Proposal."
- d) Final payment shall be made within forty (40) days after submittal of a final invoice and a Contractor's Affidavit regarding settlement of claims. The above Affidavit shall be submitted on forms provided by the City.

STANDARD DETAILS AND SPECIFICATIONS

Unless otherwise noted, construction of this Project shall be in accordance with all applicable Maricopa Assn. of Governments' Uniform Standard Specifications for Public Works Construction, latest revision, which may be obtained at the Office of the Maricopa Assn. of Governments, 1820 W. Washington, Phoenix, AZ.; Standard Details shall be City Phoenix Standard Details, latest revision, which may be obtained at the Office of the Phoenix City Engineer, 251 W. Washington, Phoenix, Arizona.

SUBMITTING BIDS

No bid will be considered unless it is made upon the "Proposal" forms contained in and submitted with the Project Specification. No book of specifications shall be disassembled.

INTERPRETATION OF QUOTED PRICES

In case of a difference in written words and figures in a Proposal, the amount stated in written words shall govern.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain five (5) sets of Plans and Specifications for this project from the Office of the Director of Capital Improvements Engineering at no cost. Additional sets will be furnished at cost.

CONTRACTOR'S COVERAGE

The contractor shall furnish satisfactory proof of carriage of insurance, and shall submit to the Engineer a Certificate of Insurance on forms furnished by the City. Neither the contractor nor any subcontractor shall commence work under this contract until the City has approved all insurance policies.

- a) Compensation Insurance: The Contractor shall secure and maintain during the life of the contract, Workmens Compensation Insurance for all of his employees at the site of the project, and in case of any of the work is sublet, the Contractor shall require each subcontractor similarly to provide Workmens Compensation Insurance for his employees unless such employees engaged are covered by the Contractor. In the event any class of employees engaged in the hazardous work under this contract at the site of the Project is not protected by Workmens Compensation Statute, the Contractor shall provide and similarly shall cause each subcontractor to provide special insurance for the protection of such employees not otherwise protected.
- b) Public Liability and Property Damage Insurance: The Contractor shall take out, and maintain during the life of this Contract, such public liability and property damage insurance, both general and automobile liability, as shall protect him, any subcontractor performing work under this contract and the City of Scottsdale from all claims for bodily injury, including accidental death, as well as for all claims for property damage arising from operations under this contract - whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor agrees to include the City of Scottsdale as a named insured

in all of the insurance policies required under this contract, and shall submit to the City of Scottsdale the completed certificate of insurance form contained in the contract documents section of these specifications (Pages CI-1 and CI-2).

The minimum limits required are:

Public Liability Insurance

Workmen's Compensation Insurance shall be secured and maintained in accordance with the Workmen's Compensation Law of Arizona.

Contractors Protective Liability Insurance shall be secured and maintained in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

Contractual liability insurance shall be secured and maintained insuring the contractual agreement in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

Automobile Bodily Injury and Property Damage Liability Insurance shall be secured and maintained in the amount of not less than \$500,000 each occurrence.

The general contractor subletting any part of the work awarded to him shall provide a contingent liability policy in the same amount as provided for his public liability insurance.

PERMITS

Permits shall be obtained from the City of Scottsdale at no cost to the contractor.

GENERAL CONDITIONS

1. SCOPE

The work covered by these specifications consists of furnishing all labor, equipment, materials for construction of El Dorado Park Dike, storm drains, reconstruction of Murray Lane and incidental work thereto.

in accordance with the "STANDARD SPECIFICATIONS & DETAILS," "THE GENERAL CONDITIONS" and the "SPECIAL PROVISIONS." The drawings which show the details of the work specified herein are designated as the "PLANS" entitled Construction of Eldorado Park Dike and consist of Sheet 1 through 29.

In the event of any conflict between the "GENERAL CONDITIONS AND SPECIAL PROVISIONS" and the requirements of the "STANDARD SPECIFICATIONS AND DETAILS" or "PLANS," these "GENERAL CONDITIONS AND SPECIAL PROVISIONS" shall prevail.

2. STANDARD SPECIFICATIONS AND DETAILS

Construction of this project and all work done under this Contract shall be in accordance with these specifications and all applicable UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION sponsored and distributed by Maricopa Association of Governments (MAG) and STANDARD DETAILS called for on the plans including the latest approved revisions and City of Scottsdale supplements thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "STANDARD SPECIFICATIONS." In all cases where accepted Standards (AWWA, ANSI, AASHTO, ADOT/AHD, ASTM, etc.) are referred to in the "STANDARD SPECIFICATIONS," the latest revisions as of bid advertisement shall prevail. Copies of the STANDARD SPECIFICATIONS and supplements may be obtained at the MAG Office at 1820 West Washington, Phoenix, Arizona, for a charge of ten dollars (\$10.00) and one dollar (\$1.00) respectively. The Scottsdale supplement may be obtained at the City of Scottsdale Private Development Eng. Dept. The GENERAL CONDITIONS and SPECIAL PROVISIONS of these specifications provide for the supplementation, modification and/or amendments to the STANDARD SPECIFICATIONS.

3. DEFINITIONS

Definitions shall be as stated in Section 101.2 of the "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," Maricopa Association of Governments, with the following additions:

Design Engineer: City of Scottsdale, Capital Improvements Engineering

Owner: City of Scottsdale

4. CONSTRUCTION PRACTICE

All construction practices and procedures shall conform to Section 107 of the Contract Works Hours and Safety Standards Act, (86 Stat. 96; 40 USC 327) the latest revisions shall prevail.

5. TRAFFIC CONTROL

- A) Complete street closures will not be permitted.
- B) Adequate barricades and lighted warning signs will be installed and maintained by the Contractor throughout the duration of the project. All traffic shall be channelized around all construction in accordance with the City of Phoenix Traffic Control Manual.
- C) The Director of Capital Improvements Engineering shall stipulate the traffic restrictions and/or minimum requirements throughout the construction period.
- D) The Contractor shall submit a construction schedule and traffic supplement for "Street Barricading and Channelization" to the Director of Capital Improvements Engineering for approval and/or modification before construction is initiated.

6. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify, defend and save harmless the City and its officers, agents, or representatives from all suits, actions, loss, damage, expense, costs, or claims of any character or any nature brought on account of any injuries or damages sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement or on account of any act or omission by the Contractor or his agents or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

7. INSPECTION

- A) Inspectors may be stationed on the work to report to the Director of Capital Improvements Engineering as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.
- B) In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Director of Capital Improvements Engineering. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

- C) Inspection or supervision by the Director of Capital Improvements Engineering shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor's foreman and superintendent.

8. HINDRANCES AND DELAYS

No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of any portion of the work embraced in this contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time, allowed for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor will give the Engineer immediate notice in writing of the cause of such delay.

9. LIQUIDATED DAMAGES AND EXTENSION OF COMPLETION TIME

M.A.G. Specification 108.9 and 108.7 shall apply.

10. LOSSES AND DAMAGES

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the Director of Capital Improvements Engineering. Estimate of partial payment on work so completed shall not release the Contractor from such responsibility, but he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

12. CLEANUP

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site of the work. Cleanup shall include the removal of all excess pointing mortar materials within pipes.

13. FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Director of Capital Improvements Engineering. The Director of Capital Improvements Engineering or his authorized representative shall make the final acceptance promptly after all work under the contract has been completed in accordance with the contract documents and after final inspection.

14. RIGHTS OF WAY

The Contractor, at his own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes which are required in addition to existing easements and/or rights of way.

15. INTERPRETATION OF GENERAL CONDITIONS

Wherever in the General Conditions that the City is referred to it shall be understood that the City referred to is the City of Scottsdale.

16. DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations." This is not a pay item.

17. EXISTING UTILITIES TO BE RELOCATED

If any utility is relocated or rebuilt for the convenience of the contractor, the expense shall be born by the contractor.

18. DAMAGED DOMESTIC WATER LINES

Any water lines damaged during construction shall be replaced at the Contractor's expense as per the requirements of the M.A.G. Specifications.

19. DAMAGED SEWER LINES

Any sanitary sewer lines damaged during construction shall be replaced by a contractor properly licensed to install sanitary sewers. All work shall be done as per standard M.A.G. Specifications.

20. EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

The Contractor shall maintain existing traffic and street signs during construction. If signs conflict with proposed construction, relocation shall be coordinated with the City of Scottsdale Traffic Engineering, at no expense to the contractor.

21. DOMESTIC WATER FACILITIES

The City of Phoenix owns and operates the water system involved. The Contractor shall comply with all requirements of the Water Company regarding adjustments of existing facilities if necessary. It is the responsibility of the Contractor to notify the Water Department of any adjustments necessary.

22. DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the contractor.

23. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

24. PAYROLL RECORDS

a) Payrolls and basic payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

b) The Contractor and each subcontractor shall furnish the City, within seven days after the regular payment date of the weekly payroll period, a statement with respect to wages paid to each of the contractor's employees. The copy shall be accompanied by a statement indicating that the payrolls are correct and complete. The definition of "employee" shall not apply to persons in classifications higher than that of laborers or mechanics and those who are the immediate supervisors of such employees.

25. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

26. CHANGES IN THE WORK

The Director of Capital Improvements Engineering may at any time, as the need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within three (3) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

27. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved
- b) An agreed lump sum.

An agreed lump sum price will be determined by issuance of a bulletin requesting a cost estimate for additional or deleted work for the project. The contractor hereby agrees to execute and return the bulletin to the Owner 7 working days after the date of the bulletin. Non-compliance will result in the establishment of the "lump sum" cost solely by the Owner.

28. CONSTRUCTION STAKES

Survey stakes and marks required for the completion of the construction shown on the plans and described in these specifications will be furnished by the Owner at no expense to the contractor.

Construction stakes will be set one time only at no cost to the contractor. The Contractor shall be held responsible for the preservation of all stakes and marks, and if, in the opinion of the Engineer, any of the survey stakes or marks have been carelessly or willfully destroyed or disturbed, the cost to the Owner for replacing them shall be charged to the Contractor and shall be deducted from the payment for the work.

29. TESTING OF MATERIALS

All tests shall be made and results certified by an independent laboratory approved by the Director of Capital Improvements Engineering. The Contractor shall pay for all tests required to certify the suitability of materials. The City of Scottsdale will arrange and pay for required construction tests on a one time basis. Additional tests or retests required as a result of initial test rejections or failures, will be paid for by the Contractor.

Rejected materials shall be immediately removed from the site and shall not be used in any form for any other part of the work.

30. METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS

Measurements and payment for all bid items in the "PROPOSAL FORM" shall be as described in the STANDARD SPECIFICATIONS, subject to the following:

- a) Payment for each item shall constitute payment in full for the furnishing of all excavation, back filling, materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete finished, and serviceable project, as shown by the Plans and described in these Specifications. Each item shall be complete with all necessary connections, testing, and related work accomplished to provide for the satisfactory use and/or operation of the item.
- b) No additional payments will be made for incidental work related to any items unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.
- c) Measurement of the completed work will be made in place, with no allowance for waste, and as may be more particularly described in the description of the various items of work.

31. APPROVED EQUALS AND ADDITIONAL ENGINEERING COSTS

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved equal(s)." Such references shall be regarded as establishing a standard of equality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved equal will be permitted, subject to the following procedure:

- 1) No consideration will be given a request for substitution prior to award of contract.
- 2) After award and to permit consideration and approval without delaying the work, the Contractor shall submit a written request for substitution to the Director of Capital Improvements Engineering. The request shall include all information necessary for proof of equality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the

substitution. The Contractor shall submit additional information and/or samples when required.

- 3) The Director of Capital Improvements Engineering, or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons.
- 4) The Director of Capital Improvements Engineering will then make the final decision and notify the Contractor in writing as to the acceptability of the proposed substitution.
- 5) In the event the Contractor, his suppliers or subcontractors provide equipment or materials different than that called for in the plans or specifications which result in additional engineering design, calculations or plan modifications, the cost of such work shall be paid for by the Contractor.

SPECIAL PROVISIONS1.0 BID ITEMS AND SPECIFIC DESCRIPTION

The project has been broken down into separate and distinct bid items, and a number assigned to each in the list below. These numbers directly correspond to the bid item numbers in the Proposal. An attempt has been made to include sufficient description of details to present a clear understanding of all job requirements. The contractor shall be responsible however, for visiting the site and accounting for existing site conditions in the prices bid.

- 1.1 Clearing and Grubbing - M.A.G. Sec. 201 "Clearing and Grubbing" shall apply. Quantities are approximate and payment will be made based on those quantities as determined in the field by the Engineer; M.A.G. Sec. 109.4, 1975 Supplement, "Compensation for Alteration of work" SHALL NOT APPLY.

Tree removal is covered in Bid Item 7, "Miscellaneous Removals."

- 1.2 Excavation - M.A.G. Sec. 215, "Earthwork for Open Channels" shall apply; Sec. 215.2 "Stripping" SHALL NOT APPLY. Excavation suitable for fill construction (M.A.G. Sec. 211) may be placed in the dike fill. This item includes removal of excess material from existing dikes and improved channel for ditch to lake.

- 1.3 Fill Construction - (85% Compaction) M.A.G. Sec. 211 "Fill Construction" shall apply.

Cohesionless material shall not be placed in dike fills as determined by the engineer. This item includes fill for Murray Lane, park roads, eroded areas and all dikes.

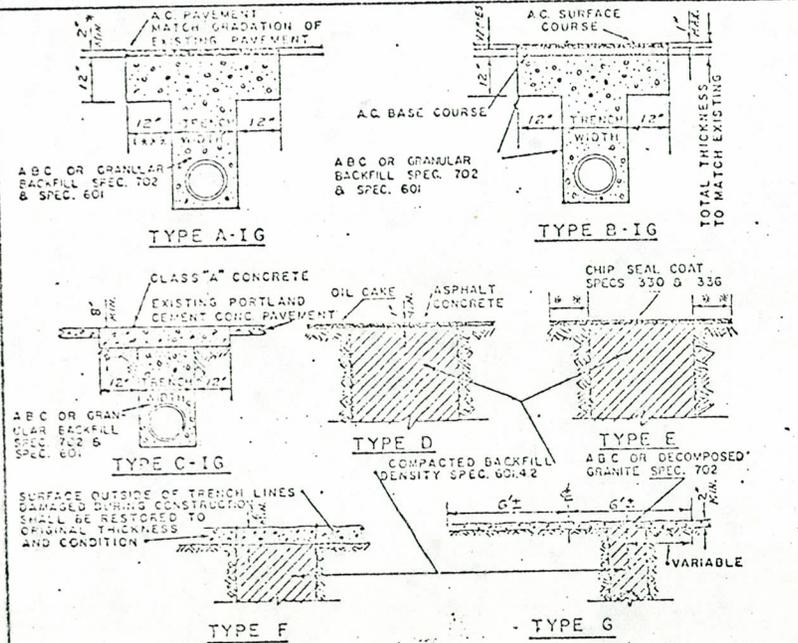
- 1.4 Fill Construction - Structural (95% Compaction) M.A.G. Sec. 206 - "Structural Excavation and Backfill." Structural backfill is located within 5 feet of the "fill side" of all walls and all fill under the bleachers. This includes fill, around the box culvert, inlet and outlet structures. Any borrow excavation for additional fill shall be included in the unit prices bid for fill construction. Cohesionless material shall not be placed in dike fills as determined by the engineer.

- 1.5 Double Barrel Box Culvert - (52 L.F., 3 x 6, 3 x 8, ADOT Std. Det. CB-2A, Table I) - Approximately 120 C.Y. of concrete and 19,375 lbs. steel.

- 1.6 through 1.16 Storm Drains - All pipe shall be installed in a trench condition. "Class C shaped subgrade" bedding shall be used under dikes (no granular backfill). All backfill under existing pavement shall be City of Scottsdale Type B-IG (Std. Det. 175-S). All other pipe to have Class B granular foundation bedding. Standard drawings for bedding class and backfill are included in these special provisions.

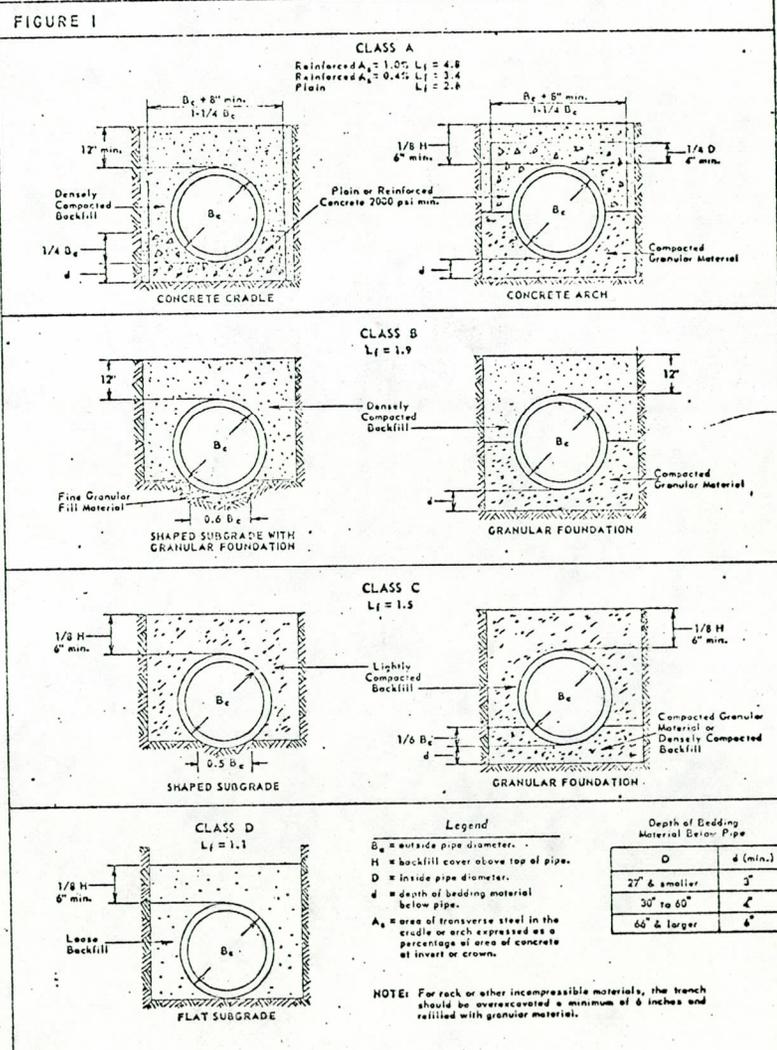
**STANDARD DETAIL 175-S**  
 CITY OF SCOTTSDALE  
 ENGINEERING DEPARTMENT  
**PAVEMENT AND SURFACING REPLACEMENT**

APPROVED Paul C. Kelly 9/3/74  
 CITY ENGINEER DATE



- Notes**
- Asphalt concrete shall be in accordance with the requirements of std. spec 321 B 710
  - Replacement of street and alley pavement and surfacing within City of Scottsdale Rights-Of-Way shall be as shown on the plans in accordance with all applicable City of Phoenix/Scottsdale Standard Details and Specifications, and/or Contract Documents.
  - Pavement and surfacing replacements within Arizona State Highway or Maricopa County Rights-Of-Way shall be constructed in accordance with Arizona Highway Department or Maricopa County Permit and/or Specification requirements.
  - Construction, Measurement and Payment of Pavement and Surfacing replacement shall be in accordance with requirements of Standard Specification 324, 330 & 336
  - The thickness indicated is a minimum requirement. The actual compacted thickness placed shall be to this minimum requirement or to the thickness of the existing pavement and/or base whichever is greater.
  - Variable, as indicated on the plans.
  - 6" x 12" Lsp to be used on transverse replacements.

NOT TO SCALE



design data

- 1.17 36" Concrete Slotted Drain - Slot opening width shall be as shown on the plans or equivalent (6' of opening per 8' length of pipe). Removable grate slot at end of pipe run, vertical curb and sidewalk removal and replacement cleanout, and any item incidental to the installation of the slotted drain except pavement warp on Miller Rd. shall be included in the per lineal foot price bid. Pipe installation shall be structurally adequate for an H-20 wheel loading. Work includes painting of metal grate.
- 1.18 18" Concrete Slotted Drain - Provisions of Sec. 1.17 shall apply with the exception of providing 4' of opening per 6' length of pipe. Work includes painting of metal grate.
- 1.19 Manhole (54") Phx. S.D. 264 and 260 - City of Phoenix Standard. Details shall apply. Cover shall read "City of Scottsdale, Storm Drain."
- 1.20 Manhole (48" and less) Phx. S.D. 371 or 263 and 260 - City of Phoenix Std. Det. 371 may be substituted for Std. Det. 263. Cover shall read "City of Scottsdale, Storm Drain," and have slot openings.
- 1.21 through 1.23 - Concrete Pipe Collars - Phx. S.D. 214 - City of Phoenix Standard Details shall apply.
- 1.24 Murray Lane Outlet Structure - Bid shall be for structure complete in place, including top grate and incidentals not specifically covered in the proposal.
- 1.25 Box Culvert Inlet Structure - Bid shall be for structure complete in place including top grate on structure.
- 1.26 Box Outlet Wingwalls and Apron - Bid shall be for wingwalls and apron complete in place including the bar trashrack and top grate as shown on the plans.
- 1.27 Flap gate - Box Culvert - Flap gate bid shall be complete in place mounted on headwall at box outlet with all necessary hardware.
- 1.28 Flap gate - 54" Storm Drain - Bid shall be for ARMCO Model 20C or equivalent as approved by the engineer, complete, in place mounted on Murray Lane storm drain outlet structure.
- 1.29 Catch Basin - ADOT C-15.05 Single, 17' Wing with TW 1.2 grate - Construct as per Arizona Department of Transportation Standard Drawings; catch basin construction drain (C-15.08) may be deleted.
- 1.30 Catch Basin - ADOT C-15.01 Double with TW 1.2 Grate - Construct as per Arizona Department of Transportation standard drawings; catch basin construction drain (C-15.08) may be deleted.
- 1.31 Park Road Reconstruction - This item is for a 2" AC over 6" ABC section (as specified on plans) including grading under pavement complete in place. Fill for roadway will be included in Fill Construction quantities. The road reconstruction is located south of the ballfields.

- 1.32 Murray Lane Reconstruction & Warp Section on Miller Road - This item is for a 2 $\frac{1}{2}$ " AC over 8" ABC section (as specified on plans) including grading under pavement complete in place. Fill for roadway will be included in Fill Construction quantities. The warp in Miller Road at the slotted drain will be included in these quantities. Murray Lane may be closed for up to 30 days. This shall include barricading at the intersection.
- 1.33 Sidewalk - Phx. S.D. 180 - This includes installation of sidewalk of various widths, including but not limited to walkways to be replaced in the park.
- 1.34 Curb Opening with Plate - Includes planter swale and pavement edge.
- 1.35 through 1.39 Curb and Gutter, Curb Transitions and Valley Gutter To be constructed as per City of Phoenix Std. Details as located on the plans. Concrete removals are included in miscellaneous removals, and curb and gutter replacement along slotted drains shall be included in the proposal for the slotted drains. Curb transitions, Phx. Std. Dtl. 152, are to be bid at 8 L.F. each to include a 3 L.F. gutter warp to the elevation of the depressed catch basin openings.
- 1.40 Grouted Cobble Ditch Lining - M.A.G. Sec. 220 "Riprap Construction" and 703 "Riprap" shall apply. Riprap may be placed by equipment or by hand, and shall be river run material. The upper third of the grouted cobbles shall be exposed so as to show the rock; this may require sandblasting to clean excess concrete off the exposed rock. Stone shall be 4" min. equivalent diameter or larger.
- 1.41 Park Irrigation, Power and Waterline Lowering - There are approximately 5 water, power and irrigation lines in the prism of the ditch to be graded east from the box culvert included in the lump sum bid.
- 1.42 Foot Bridge Abutments - The City will supply the "span deck" bridge floor on site to be installed by the contractor. The abutments, ramps and 42 L.F. 4-bar handrail are included in the contract.
- 1.43 Turf - This is for seeding winter rye on the dike areas. Seeding shall be done at the rate of 15# per 1,000 sq. ft. in two (2) operations (perpendicular).
- 1.44 Sprinkler System - This includes tie-ins to existing system for new sprinkler layout as shown on the plans. The contractor shall furnish a written warranty stating that all work executed under this section shall be free from all defects and malfunction on workmanship and materials for a period of one year from the date of final acceptance by the owner. Settling of backfill in trenches during guarantee period shall be repaired by the contractor including restoration of all damaged planting and improvements. In event the contractor does not respond to owner's request for repairs under this guarantee within a 48 hour period, the owner may make such repairs as he deems necessary at the full expense of the contractor.

Contractor shall make initial adjustment of individual heads when and as required to obtain uniform coverage without overthrow onto buildings, paving or other structures. Also, the contractor shall

adjust lawn heads to finish grade within 5 days following notification. At this time, lawn laterals shall again be flushed and heads adjusted. This work includes relocation of sprinkler heads in conflict with the footings of walls or curbs along patios and sidewalks and restoration of lines over 54" S.D.

- 1.45 Wall 1 - 8" CMU With CAP Block - (Sta. 3+58N to Sta. 0+19 and Sta. 0+77 to Sta. 1+88 (+46 L.F.)) - Unit price shall include grout, reinforcing, footing, etc., to construct wall complete, in place as shown on the plans. Concrete fill above footing on patio side (approx. 1.7 c.y.) shall be included in the unit price bid for the wall.
- 1.46 Wall 2 - 12" CMU - (Sta. 8+64 to 9+64, 11+33 to 11+97, 15+49.7 to 15+73.7) - Unit price bid shall include grout, reinforcing footing, etc. to construct the wall complete, in place as shown on the plans.
- 1.47 Wall 3 - Reinforced Concrete - (Sta. 11+97 to 12+63, 14+81 to 15+49.7) - Sec. 1.44 notes apply.
- 1.48 Wall 4 - Reinforced Concrete - (Sta. 12+63 to North steps, south steps to 14+81) - Sec. 1.44 notes apply.
- 1.49 Wall 5 - 8" CMU - (Sta. 9+64 to 11+55, 15+45.7 to 18+40 and additional 25' not along station line.) Sec. 1.44 notes apply.
- 1.50 Wall 6 - 8" CMU - (Bleacher walls a, b, c, k, o, s, & w.) - Sec. 1.44 notes apply.
- 1.51 Wall 7 - 8" CMU - (Bleacher walls l, q, r, t & u.) Sec. 1.44 notes apply.
- 1.52 Wall 8 - 8" CMU (Bleacher walls d, j, g, f, m, n, p & v.) Sec. 1.44 notes apply.
- 1.53 Wall 9 - 8" CMU - (Bleacher walls h & i.) - Sec. 1.44 notes apply.
- 1.54 Wall 10 - 8" CMU - (Bleacher risers) - Sec. 1.44 notes apply. These are the steps up in the bleacher area.
- 1.55 through 1.57 - Handrail - Single, Double, 4-Rail. - Handrails shall be complete, in place as shown on the plans. Steel pipe shall be used with a rust preventive prime coat and two Franciscan Brown finish coats.
- 1.58 Bleacher Walkways & Stair Landings - Applicable M.A.G. Stds. on sidewalks shall apply. Expansion & contraction joints shall be included as per City of Phoenix Std. Det. 180. S.F. area of walkways does not include 8" thick edge w/rebar for bench riser footing.
- 1.59 Concrete steps - Located in bleacher area. Sec. 1.58 notes apply.
- 1.60 Electrical Service at Bleachers - Adjust existing electrical service to new grade at observation tower, including electrical panel, irrigation controls, and electrical service. "No Fee" permits shall be obtained from the City Building Department.

- 1.61 Relocate Observation Tower - This shall include relocating the tower, extending water line, modifying the chainlink fencing and refitting the door, as shown on the plans, complete, in place.
- 1.62 Light Base Modification - This includes adjusting the existing light poles to the grade of the new road relocations. The lights are to be in operating condition for unit price bid.
- 1.63 Miscellaneous Removals - This includes adjusting any Bar-B-Q's and tables to grade, removal of trees, concrete, and asphaltic improvements, fencing and miscellaneous removals not specifically covered in the proposal necessary for construction of the project.
- 1.64 Telco Pole W/Cable Fence - The fence posts are to be sound and creosote treated power poles cut to the length specified on the plans and all construction is to conform to M.A.G. Standard Specifications.
- The cable is to be  $\frac{1}{2}$ " steel strand cable. Methods for splicing and termination are to be submitted to the Director of Capital Improvements or his representative for approval, before use. Used cable in "new condition" is acceptable. The engineer will decide if the cable conforms to new condition requirements, i.e. no broken strands, no corrosion, no kinks, etc.
- 1.65 18" Irrigation Valve - This work is for in place operation of valve (Phoenix Std. Det. 291 or equal) at inlet grade shown on plans for the 18" pipe connected to the Oak Street Storm Drain.
- 1.66 Riprap in Gabion Baskets - Stones used shall conform to provisions of M.A.G. Spec. 703 except weight shall be 50 percent not less than 60 pounds. Gabion wire baskets can be prefabricated to size specified on plans or manufactured on the site.
- 1.67 Stadium Seats - This is an alternate bid item and may be removed from the contract. This is for aluminum stadium seats (2 x 10 nominal) complete and in place as shown on the plans. This shall not be included in the total base bid.

## 2.0 UTILITIES

- 2.1 The contractor shall expose or otherwise make positive verification of the location of all utilities crossing the alignment of or lying within the excavation. If any utility service is interrupted as a result of accidental breakage, the contractor shall promptly notify the proper authority and in addition, the Director of Capital Improvements Engineering or his authorized representative; and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority. Sanitary sewer service must be maintained at all times; alternate methods of maintaining continuous service shall be approved by the Director of Capital Improvements Engineering prior to the start of construction. Relocation of domestic water lines shall be coordinated with the City of Phoenix, Department of Water and Sewers prior to the start of construction.

If the existing utility falls within 6" of the prism area of a concrete pipe, and a charge is necessary for said relocation or adjustment, the charge shall be approved by the Director of Capital Improvements Engineering prior to accomplishing the work and billed directly to the City of Scottsdale. If the existing utility does not fall within 6" of the prism area of the pipe, and is adjusted or relocated for the convenience of the contractor, all costs of same shall be the sole responsibility of the contractor. This shall also apply to within 6" of the prism of the excavation.

2.2 The prism area of the pipe shall be defined as the maximum outside perimeter of the pipe.

2.3 The contractor shall be responsible for providing for continuous flow of storm waters; wastewater and, S.R.P. irrigation deliveries. The contractor will obtain a permit from Salt River Valley Water Users Assoc. for all work in connection with their facilities as shown on the plans.

### 3.0 CONSTRUCTION SCHEDULE

3.1 A construction schedule showing in detail the sequence of construction shall be submitted to the Engineer for approval prior to the start of construction. The schedule shall delineate "critical" activities.

3.2 The contractor shall complete work in the main channel south of Thomas Road within 21 calendar days of the issuance of the Notice-To-Proceed. This does not include work on dikes, walls or the storm drain.

### 4.0 COMPLETED PORTIONS OF THE PROJECT

4.1 The Engineer may consider acceptance of completed portions of the work prior to final acceptance of the entire project.

### 5.0 EL DORADO PARK (This is not a pay item)

5.1 All open trenches and dangerous situations shall be barricaded to the satisfaction of the engineer.

5.2 Access ways through the park shall remain open during construction.

5.3 Damage by the contractor to the Park shall be repaired to the satisfaction of the Engineer.

PROPOSAL

CITY OF SCOTTSDALE, ARIZONA  
CAPITAL IMPROVEMENTS ENGINEERING

PROPOSAL to the Director of Capital Improvements Engineering of the City of Scottsdale. In compliance with the Advertisement for Bids, by the Director of Capital Improvements Engineering, the undersigned Bidder:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth hereinafter.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Special Provisions.

Understands that his proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or surety bond for an amount not less than (10%) Ten Percent of the amount bid.

Agrees that upon receipts of Notice of Award, from the City of Scottsdale, he will execute the contract documents.

Work shall be completed within 120 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment.

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

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PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
1	.6 Ac.	Clearing & Grubbing Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Ac. \$ _____ \$ _____</p>	
2	4120 C.Y.	Excavation Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
3	5400 C.Y.	Fill Construction (85% Compaction) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
4	2070 C.Y.	Fill Construction (95% Compaction) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
5	52 L.F.	Double Barrel Box Culvert (3X6, 3X8 ADOT CB-2A) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.F. \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
6	545 L.F.	54" RCP Class I Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
7	32 L.F.	54" RCP Class II Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
8	440 L.F.	42" RCP Class II Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
9	170 L.F.	42" RGRCP Class III  Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
10	180 L.F.	36" RGRCP Class IV Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
11	270 L.F.	36" RCP Class II Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
12	170 L.F.	30" RGRCP Class IV Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
13	42 L.F.	24" RCP Class IV Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
14	87 L.F.	18" RGRCP (Class IV on Murray Lane; any class other places) Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
15	8 L.F.	14" RCP Class II Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
16	5 L.F.	12" RGRCP Class IV Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
17	104 L.F.	36" Concrete Slotted Drain Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
18	24 L.F.	18" Concrete Slotted Drain Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
19	1 each	Manhole (54") Phx. S.D. 264 & 260 Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
20	4 each	Manhole (48" and less) Phx. S.D. 371 or 263 & 260 Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
21	2 Each	54" Concrete Collars Phx. S.D. 214 Sum of	_____ Dollars _____ Cents Per Each \$ _____	\$ _____
22	11 Each	42" or 36" Concrete Collars, Phx S.D. 214 Sum of	_____ Dollars _____ Cents Per Each \$ _____	\$ _____
23	5 Each	Less Than 36" Concrete Collars Phx S.D. 214 Sum of	_____ Dollars _____ Cents Per Each \$ _____	\$ _____
24	1 Lump Sum	Murray Lane Outlet Structure Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____	\$ _____
25	1 Lump Sum	Box Culvert Inlet Structure Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
26	1 Lump Sum	Box Culvert Outlet Wingwalls & Apron Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	
27	Lump Sum	Flap Gate - Box Culvert Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	
28	1 Lump Sum	Flap Gate 54" Storm Drain Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	
29	2 each	Catch Basin - AHDC 15.05 Single, 17' Wing With TW 1.2 Gate Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Each \$ _____ \$ _____</p>	
30	5 each	Catch Basin - AHDC 15.01 Double with TW 1.2 Gate Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Each \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
31	730 S.Y.	Park Road Reconstruction		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.Y.	\$ _____	\$ _____
32	1830 S.Y.	Murray Lane Reconstruction and warped section on Miller Road		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.Y.	\$ _____	\$ _____
33	4680 S.F.	Sidewalk - Phx. S.D. 180		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.F.	\$ _____	\$ _____
34	Lump Sum	Curb Opening with Plate		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
35	428 L.F.	Vertical C & G Phx. S.D. 146		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
36	10 L.F.	Safety curb		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per C.Y.	\$ _____	\$ _____
37	14 Each	Curb Transition Phx. S.D. 152		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
38	80 L.F.	Valley Gutter Phx. S.D. 165		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
39	455 L.F.	Single Curb (Phx. S.D. 142 Modified)		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
40	360 S.Y.	Grouted Cobble Ditch Lining		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.Y.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
41	Lump Sum	Park Irrigation Power & Waterline Lowering Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____ \$ _____	
42	Lump Sum	Footbridge Abutments, Ramps and Handrails Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____ \$ _____	
43	1.5 Ac.	Turf Sum of	_____ Dollars _____ Cents Per Ac. \$ _____ \$ _____	
44	Lump Sum	Sprinkler System  Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____ \$ _____	
45	1900 S.F.	Wall 1-8" CMU with Cap Block Sum of	_____ Dollars _____ Cents Per S.F. \$ _____ \$ _____	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
46	1090 S.F.	Wall 2 - 12" CMU Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per S.F. \$ _____ \$ _____</p>	
47	1100 S.F.	Wall 3 - Reinforced Concrete Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per S.F. \$ _____ \$ _____</p>	
48	880 S.F.	Wall 4 - Reinforced Concrete Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per S.F. \$ _____ \$ _____</p>	
49	2160 S.F.	Wall 5-8" CMU Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per S.F. \$ _____ \$ _____</p>	
50	300 S.F.	Wall 6 - 8" CMU Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per S.F. \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
51	305 S.F.	Wall 7 - 8" CMU Sum of	_____ Dollars _____ Cents Per S.F. \$ _____	_____ \$ _____
52	900 S.F.	Wall 8 - 8" CMU Sum of	_____ Dollars _____ Cents Per S.F. \$ _____	_____ \$ _____
53	155 S.F.	Wall 9 - 8" CMU Sum of	_____ Dollars _____ Cents Per S.F. \$ _____	_____ \$ _____
54	985 S.F.	Wall 10 - 8" CMU Sum of	_____ Dollars _____ Cents Per S.F. \$ _____	_____ \$ _____
55	515 L.F.	Handrail - 4 rails Sum of	_____ Dollars _____ Cents Per L.F. \$ _____	_____ \$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
56	115 L.F.	Handrail - Double Rail Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.F. \$ _____ \$ _____</p>	
57	90 L.F.	Handrail - Single Rail Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.F. \$ _____ \$ _____</p>	
58	3680 S.F.	Bleacher Walkways & Stair Landings Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per S.F. \$ _____ \$ _____</p>	
59	Lump Sum	Concrete Steps Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.S. \$ _____ \$ _____</p>	
60	Lump Sum	Electrical Service @ Bleachers Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
61	Lump Sum	Relocate Observation Tower		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.S.	\$ _____	\$ _____
62	3 each	Light Base Modification		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
63	Lump Sum	Miscellaneous Removals		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.S.	\$ _____	\$ _____
64	314 L.F.	Telco Pole W/Cable Fence		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
65	1 each	18" Irrigation valve Phoenix Std. Det. 291 (or equal)		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
66	131 S.Y.	Riprap in Gabion Baskets. Includes rock filled drain w/o baskets Sum of	Dollars	
			Cents	
	Per S.Y.		\$	\$

TOTAL BASE BID \_\_\_\_\_ DOLLARS  
 (BID ITEMS 1 THRU 66) \_\_\_\_\_ CENTS  
 \$ \_\_\_\_\_

Continue next page with alternate bid.

PROPOSAL

<u>ITEM NO.</u>	<u>QUANTITY &amp; UNIT</u>	<u>DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)</u>	<u>UNIT PRICES</u>	<u>TOTAL</u>
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67	787 L.F.	Stadium Seats (Bid Alternate)		
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Sum of

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

Per L.F.

\$ \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL & ALTERNATE \_\_\_\_\_ DOLLARS  
( BID ITEMS 1 THRU 67)

\_\_\_\_\_ CENTS  
\$ \_\_\_\_\_

PROPOSAL

THIS PROPOSAL IS SUBMITTED BY \_\_\_\_\_, a  
corporation organized under the laws of the State of \_\_\_\_\_,  
a partnership consisting of \_\_\_\_\_  
or individual trading as \_\_\_\_\_  
of the City of \_\_\_\_\_ and is the holder of Arizona  
State Contractor's License:

Classification \_\_\_\_\_ No. \_\_\_\_\_

Respectfully submitted,

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL. NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
OFFICER AND TITLE (SEAL)

ATTEST:

\_\_\_\_\_  
OFFICER AND TITLE

\_\_\_\_\_  
WITNESS: IF BIDDER IS AN INDIVIDUAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
 \_\_\_\_\_, as Principal, and \_\_\_\_\_  
 \_\_\_\_\_, as Surety, are held and firmly bound  
 unto the City of Scottsdale in the penal sum of \_\_\_\_\_  
 Dollars (\$ \_\_\_\_\_) lawful money of the United States of  
 America, to be paid to the order of the City of Scottsdale, for which payment,  
 well and truly to be made, we bind ourselves, our successors and assigns, signed  
 with our seals and dated \_\_\_\_\_, 197 .

The conditions of the above obligation are such that whereas the City Council of  
 the City of Scottsdale, on the \_\_\_\_\_ day of \_\_\_\_\_, 197 , did  
 order the following works to be done, to wit:

PROJECT NO. \_\_\_\_\_

WHEREAS, \_\_\_\_\_, the principal herein in answer to  
 the Notice Inviting Proposals or bids issued by the City of Scottsdale, put in  
 its bid for the making of said improvements.

NOW THEREFORE, if the bid of \_\_\_\_\_, as  
 aforesaid be accepted by the City Council of the City of Scottsdale, and  
 \_\_\_\_\_ shall enter into a contract to  
 make said improvements at the price specified in its bid, then this obligation to

(cont'd)

be void of no effect, otherwise to remain in full force and virtue.

PRINCIPAL \_\_\_\_\_ (SEAL)

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

ATTEST:

SURETY \_\_\_\_\_ (SEAL)

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

\_\_\_\_\_  
ATTORNEY IN FACT

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

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

CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of

\_\_\_\_\_, 197 by and between \_\_\_\_\_

of the City of \_\_\_\_\_, County of \_\_\_\_\_,

and State of \_\_\_\_\_, party of the first part hereinafter designated the CONTRACTOR, and the City of Scottsdale, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the second part, thereafter designated the OWNER.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns 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 Project No. Construction of Eldorado Park Dike.

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 Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council per Council Minutes of \_\_\_\_\_, 19\_\_\_\_, 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 form.

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 and/or lump sum 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.

ATTEST:

\_\_\_\_\_  
(CONTRACTOR - PARTY OF THE FIRST PART)

WITNESS: IF CONTRACTOR IS INDIVIDUAL

BY:

\_\_\_\_\_  
NAME AND TITLE

(CORPORATE SEAL)

\_\_\_\_\_  
CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION

(OWNER - PARTY OF THE SECOND PART)

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY:

\_\_\_\_\_  
MAYOR

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

\_\_\_\_\_  
DIRECTOR OF CAPITAL IMPROVEMENTS  
ENGINEERING

\_\_\_\_\_  
CITY ATTORNEY

CONTRACT BOND

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the  
Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter called the Principal)  
as Principal, and \_\_\_\_\_, a corporation organized  
and existing under the law 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 City of \_\_\_\_\_  
and 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  
City of \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_  
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.

PROJECT NO. FC-7550

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 the \_\_\_\_\_ day of \_\_\_\_\_, 197

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY

(SEAL)

BY \_\_\_\_\_

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

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

LABOR AND MATERIALS BOND

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 City of  
\_\_\_\_\_, 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 \_\_\_\_\_, 197 , for

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

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

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

PROJECT NO. FC-7550

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 the \_\_\_\_\_ day of \_\_\_\_\_, 197

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
BY

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

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

CITY OF SCOTTSDALE, ARIZONA

Certificate of Insurance

Project No: \_\_\_\_\_, Project Title: \_\_\_\_\_

The \_\_\_\_\_ certifies that the following insurance policies have been issued on behalf of

Name of Insured \_\_\_\_\_ and the City of Scottsdale as an additional insured. Address of Insured \_\_\_\_\_

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
(1) Workmen's Compensation				Statutory
(2) Contractor's Protective Bodily Injury				\$500,000 Ea. Occurrence
(2) Contractor's Protective Property Damage				\$100,000 Ea. Accident 100,000 Aggregate
(3) Contractual Bodily Injury				\$500,000 Ea. Occurrence
(3) Contractual Property Damage				\$100,000 Ea. Accident 100,000 Aggregate
(4) Automobile Bodily Injury & Property Damage				\$500,000 Ea. Occurrence

When the project includes construction of a new, or modification of an existing building (in addition to the above types):

PROJECT NO. FC-7550

- (5) Fire and Extended Coverage plus Vandalism and Malicious Mischief - For the Full Amount of the Contract.

Policy No.                      Eff. Date                      Exp. Date

---

- (6) Umbrella Coverage  
\$ \_\_\_\_\_
- 

Policy Includes Coverage For:

- (1) a. Damage caused by blasting  
b. Damage caused by collapse or structural injury  
c. Damage to underground utilities
  - (2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
  - (3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.
- 

It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to City of Scottsdale.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the project has been accepted by the City of Scottsdale. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the City of Scottsdale not less than five days prior to expiration date.)

The Contractor hereby agrees to and shall indemnify, defend and save harmless the City of Scottsdale and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

DATE: \_\_\_\_\_ Countersigned by: \_\_\_\_\_

\_\_\_\_\_  
Signature

PROJECT NO. FC-7550

CITY OF SCOTTSDALE, ARIZONA  
CAPITAL IMPROVEMENTS ENGINEERING

CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS

\_\_\_\_\_, Arizona

Date \_\_\_\_\_

Project No. \_\_\_\_\_

To the City of Scottsdale, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by sub-contractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ \_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Scottsdale against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,

19\_\_\_\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

STATE OF ARIZONA )  
                          ) ss  
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

PROJECT NO. FC-7550

CITY OF SCOTTSDALE, ARIZONA  
CAPITAL IMPROVEMENTS ENGINEERING

\_\_\_\_\_, Arizona

Date \_\_\_\_\_

RE: Project No. \_\_\_\_\_

To The City of Scottsdale, Arizona

Gentlemen:

The final pay estimate of \$ \_\_\_\_\_, which represents total and complete payment under the terms of the contract, fully and completely reflects the actual quantities of work performed. Said final quantities were mutually measured and agreed upon by authorized representatives of the undersigned and the City of Scottsdale.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

For: \_\_\_\_\_  
Contractor

STATE OF ARIZONA )  
                          ) ss  
COUNTY OF MARICOPA )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires