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Specifications
&
Contract Documents
For

PROJECT NO. B-7706

BRIDGE OVER INDIAN BEND WASH
LOW FLOW CHANNEL ON CAMELBACK ROAD
AND ROADWAY APPROACHES



INTERNATIONAL ENGINEERING COMPANY, INC.
2966 WEST CLARENDON
PHOENIX, ARIZONA 85017

CAPITAL IMPROVEMENTS

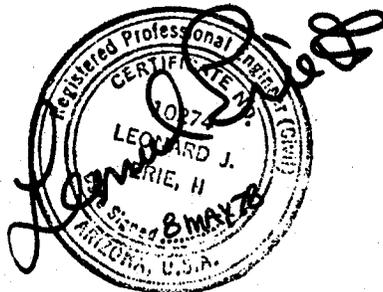
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NOTICE INVITING PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Scottsdale, Maricopa County, State of Arizona, ordered: the construction of a bridge over the Low Flow Channel of Indian Bend Wash on Camelback Road.

SEALED BIDS WILL BE RECEIVED until 10:00 A.M., May 30, 1978, 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 a bridge detour, approaches to the bridge, inlet-outlet grading and slope protection, and a 54" storm drain.

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 sepecific 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 the construction of the Camelback Road bridge.

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
Engineering Services Director

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 .

NOTARY PUBLIC

My Commission Expires

PROJECT NO. B-7706

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 Manager 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 six (6) 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 143 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 Manager of Capital Improvements Engineering at no cost. Additional sets will be furnished at cost.

CONTRACTOR'S INSURANCE COVERAGE

- A. The contractor shall furnish satisfactory proof of coverage of insurance, and shall submit to the Engineer a Certificate of Insurance acceptable to the City. Neither the contractor nor any subcontractor shall commence work under this contract until the City has received and approved the insurance as shown on the Certificate of Insurance.
 - 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 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 an additional insured in all of the insurance policies required under this contract.

The minimum limits required are:

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.

c. Policy shall Include Coverage For:

1. Damage caused by blasting
2. Damage caused by collapse or structural injury
3. Damage to underground utilities

Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.

All owned, hired or non-owned automotive equipment used in connection with the insured operation.

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

Fire and Extended Coverage plus Vandalism and Malicious Mischief for the Full Amount of the Contract, with the City of Scottsdale named as an additional insured.

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

f. 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, of on account of any act or omission by the contractor or his agents, or from any

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claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

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 plant, labor, equipment, materials for construction of a bridge over the Low Flow Channel of Indian Bend Wash on Camelback Road, a detour, approaches to the bridge, inlet-outlet grading and slope protection, and a 54" storm drain

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" and form an integral part of the contract documents.

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, AASHO, 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: International Engineering Company, Inc.

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 Manager 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 Manager 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 Manager 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 Manager 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 Manager 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 to 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 Manager 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 Manager of Capital Improvements Engineering. The Manager 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 Scottsdale 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 Manager 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 Manager 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 Manager 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 Manager of Capital Improvements Engineering, or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons.
- 4) The Manager 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 PROVISIONS & CONSTRUCTION DETAILS

1.0 AWARD OF CONTRACT

Upon award of the contract to the successful bidder, the Contractor shall submit to the Manager of Capital Improvements a list of the unit prices used to arrive at his lump sum bid for the item of work described in these provisions as Construct Bridge. The unit prices will be used by the owner to verify the percentage of work completed when the Contractor submits partial payment requests.

2.0 SEQUENCE OF CONSTRUCTION

The following general sequence of construction will be followed:

- a. Begin construction June 12, 1978.
- b. Construct detour road.
- c. Stripe detour road.
- d. Install temporary temporary traffic signals at the Hayden Road and detour road intersection.
- e. Construct the bridge (as defined in these provisions) and the 54 inch side drain.
- f. Construct the Camelback Road west approach to the bridge.
- g. Construct the Camelback Road east approach to the bridge including the temporary connections for the Camelback Road and Hayden Road Intersection.
- h. Install traffic signals at Camelback Road and Hayden Road Intersection.
- i. Open bridge to traffic.
- j. Remove detour road by October 1, 1978.
- k. Complete grading under the bridge including the inlet and outlet work.
- l. Complete all remaining work and clean up by November 1, 1978.

The Contractor shall submit a construction schedule showing in detail the sequence of construction and construction timetable to the Engineer for approval prior to construction.

Liquidated damages as per MAG Section 108.9 for the total project cost shall be assessed for (1) the October 1st detour removal date and, (2) the November 1st completion date or any time overruns within the scope of the contractors control.

3.0 UTILITIES

The Contractor shall expose or otherwise make positive verification of the location of all utilities crossing the site of the bridge and the flood channel. If any utility service is interrupted as a result of accidental breakage, the Contractor shall promptly notify the proper authority and in addition, the Manager 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 Manager 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.

4.0 SPECIAL BACKFILL

- 4.1 Special Backfill is required in various areas of the project as indicated in the plans. Special backfill shall be constructed in accordance with ADOT Standard Specifications 208-3.04(A) and 707(A).
- 4.2 No measurement for payment shall be made for Special Backfill, which cost shall be included in price bid for other items.

5.0 GRADING

- 5.1 Grading under pavement shall be performed in accordance with MAG Spec. 301.
- 5.2 Grading outside the paving area shall be done in accordance with MAG Spec. 301. Grading shall be accomplished so as to provide reasonable drainage and smooth transitions to existing ground in accordance with the intent of the plans.
- 5.3 No measurement for payment shall be made for Grading, which cost shall be included in price bid for other items.

6.0 DETOUR CONSTRUCTION

6.1 Detour shall be constructed in accordance with the plans. The 36 inch culvert pipes shall be placed as part of this work and removed at the end of the construction project and remain the property of the Contractor.

6.2 Measurement and payment for constructing the detour will be made as specified under individual items in the proposal.

7.0 SURFACE DRAINAGE

The Contractor is alerted to the fact the construction site is subject to inundation from storm water and waste water. Flows of water into the site may occur from Indian Bend Wash and the roadway section of Camelback Road, especially from the west. The Manager of Capital Improvements Engineering may consider acceptance, in writing, of completed portions of the work prior to final acceptance of the entire project.

The Contractor should take all necessary precautions to safeguard his operations during construction. Any damage as the result of flooding, irregardless of the source, shall be the sole responsibility of the Contractor. This provision shall not apply to portions of the work accepted in writing as being final.

8.0 MATERIALS FOR BRIDGE STRUCTURE

All materials furnished for the bridge structure shall be in accordance with specifications noted on the bridge plans.

9.0 BRIDGE STRUCTURE CONSTRUCTION

9.1 This item of work shall include the provision of all labor, equipment and material necessary to construct the bridge structure in place as specified in the plans on Camelback Road over the Indian Bend Wash Low Channel. The individual parts to be included in the structure under this item shall include:

- a. Bridge deck including sidewalk and curbing
- b. Footings and caissons
- c. Abutments
- d. Piers
- e. Wing walls
- f. Columns above the abutments, piers and wing wall ends
- g. Wrought Iron handrailing on the bridge deck and wing walls

9.2 The plans allow the Contractor three alternate methods of constructing the bridge deck (pre-stressed, precast concrete slab units; cast-in-place conventionally reinforced deck; cast-in-place post-tensioned deck). Bidders should specify which method of construction they are bidding.

9.3 The intent of this item of work is to provide a bridge structure complete in place as specified on Plans (sheets 6-13).

9.4 Measurement and payment for Bridge Structure Construction will be made as a lump sum bid as set forth in the proposal.

10.0 BRIDGE LIGHTING

10.1 This item shall include provision of all labor, equipment and materials to install the lighting equipment on the underside of the bridge and the necessary trenches, conduit and service pedestal for provision of electrical power to the lights in accordance with the plans and specifications.

10.2 Measurement and payment for the Bridge Lighting will be made as a lump sum bid as set forth in the proposal.

11.0 METAL HANDRAIL

Handrail shall be furnished and constructed atop the headwall on the northwest side of the bridge, and across the depressed curb and gutter on the south side of Camelback Road in accordance with the plans and MAG Specification 520. Painting of handrail shall be in accordance with MAG Specification 530 and as shown on the plans.

Measurement for payment for METAL HANDRAIL will be in accordance with MAG Specification 520.4 and payment will be in accordance with MAG Specification 520.5, which price shall be full compensation for the item complete including all fittings and anchorage as shown on the plans.

12.0 APPROACH GUARDRAIL TO BRIDGE

This item shall consist of installing guardrail at the bridge approaches in accordance with the plans and as per Section 415 of MAG Specifications.

Payment for APPROACH GUARDRAIL TO BRIDGE shall be for and installing guardrail complete in place, including excavation and backfill for posts and painting and will be made on the basis of the price bid per lineal foot.

13.0 EMBANKMENT FOR DETOUR CONSTRUCTION, APPROACHES AND MISCELLANEOUS FILL

The Contractor shall excavate sufficient material from the site excavation to provide embankment for the detour construction and any area of fill indicated within the plans. Embankment or fill construction shall be constructed so as to conform to Section 211 of MAG Specifications, estimated by City of Scottsdale to be 1500 C.Y. in place.

No measurement for payment shall be made for Embankment for Detour Construction, Approaches, and Miscellaneous Fill, cost to be lump sum bid set forth in the proposal.

14.0 SITE EXCAVATION & GRADING

- 14.1 The amount of excavation under this item has been estimated by the City of Scottsdale to be 6,600 C.Y. Excavation quantities were determined as follows:
- a. Under the bridge from existing ground after pavement of existing road is removed to finished floor elevation and face to face of the abutments.
 - b. Excavation north of the bridge is from existing elevation to finish elevation of site slopes, bike path or 6" concrete apron.

- c. Excavation south of the bridge includes removal of detour fill. The remaining excavation south of the bridge is from existing ground to finish grade of south apron, bike path and Camelback Road side slopes from back of sidewalk east and west of the bridge. There may be fill material to be excavated in this area. Over-excavation necessary because of unsuitable base material shall be paid for as a change in the plans.
- d. Excavation also includes construction of the grader ditch south of the detour road.

14.2 All excess materials shall be removed from the site and disposed of by the Contractor. It is anticipated that sufficient embankment material can be developed from the site excavation to provide for the embankment necessary for the construction of the detour and the approaches.

The Contractor shall restore to pre-construction condition any damage that may occur to sprinkler systems, lawn and landscaping within the construction area. This is included as a separate bid item for sprinkler relocation.

14.3 No measurement for payment will be made for SITE EXCAVATION AND GRADING, cost to be the lump sum bid set forth in the Proposal.

15.0 NORTH & SOUTH CONCRETE APRONS

This item consists of furnishing and placing a 6" concrete apron in accordance with the plans and specifications. Concrete shall be Class "A" in accordance with MAG Specification 725. Welded wire fabric shall conform to MAG Specification 727 and shall be mat type rather than roll type.

Measurement for payment of NORTH & SOUTH CONCRETE APRONS shall be by the square foot. The quantity will be paid for at the contract unit price per square foot, which shall include furnishing and placing all concrete and welded wire fabric complete in place in accordance with the Plans and Specifications.

16.0 CUTOFF WALLS, ADOT-C19.01

Concrete Cutoff Walls shall be constructed along the north and south edges of the bridge floor as indicated on the plans.

Measurement for payment for CUTOFF WALLS shall be by the lineal foot. Payment will be made at the contract price bid per lineal foot which shall include furnishing and placing all concrete and reinforcing steel complete in place in accordance with the plans and specifications.

17.0 12" GROUTED COBBLES

Grouted cobbles shall be installed in the area south and north of the bridge structure as shown on the plans. Installation shall be in accordance with MAG Section 220 "Riprap". 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" minimum equivalent diameter or larger.

Payment will be made at the contract price bid per square foot which shall include furnishing and placing all materials necessary for the 12" GROUTED COBBLES complete in place.

18.0 15" RGRCP IRRIGATION PIPE

This item shall consist of furnishing and installing the irrigation pipe as shown on the plans. Pipe shall be Class III with a D load of 1,350 lbs., and conform to Section 735 of MAG Specifications. Installation of the pipe shall be in accordance with Section 601 of MAG Specifications.

Payment will be made at the contract price bid per lineal foot of 15" RGRCP IRRIGATION PIPE. The north end of the 15" pipe shall be plugged with a plywood board for tie in by another Contractor.

19.0 TEMPORARY CONNECTIONS FOR CAMELBACK AND HAYDEN ROAD INTERSECTION

19.1 This work shall consist of raising the grade of the approaches to the Camelback Road and Hayden Road intersection and the intersection itself as shown on the plans so that they meet the grade of the new bridge. Since this work will necessitate the closure of Hayden Road, all grading and paving work associated with this item shall be accomplished only between the hours of 10:00 p.m. and 6:00 a.m.

The detour road must be kept open during this phase of the project which will mean sloping the shoulders of the Hayden Road approach down to meet the detour crossroad and thus maintaining a smooth transition for the detour road across Hayden Road. Adequate traffic control shall be provided at Indian School Road and Chaparral Road during the closing of Hayden Road.

One week prior to commencing with this work, the Contractor shall give written notice to the Manager of Capital Improvements.

- 19.2 Measurement and payment for this work will be made as specified under individual items in the proposal.

20.0 TRAFFIC SIGNALS

20.1 General requirements

The signal faces, mountings, control cabinet and controller are to be transferred from the existing span to the new location for the detour and back for the reconstructed Camelback Road and Hayden Road Intersection by the Contractor. The Contractor shall furnish and install all other items such as wood poles, conduit, messenger cable, anchor roads, anchor cable (down guy), span cable, bolts, nuts, wire, etc., necessary to provide a functioning traffic signal. Three weeks prior to the control cabinet transfer, the Contractor shall request the project inspector to notify and coordinate with City of Scottsdale Field Services. Field Services shall inspect the traffic signal, turn on the controller and verify the proper operation of the traffic signal. The existing wood poles, hardware, and other remaining items are to be removed and salvaged. They shall be handled carefully to avoid damage, and shall be delivered by the Contractor at their expense to the City of Scottsdale Field Services yard at 1323 East McKellips Road.

20.2 Wood Poles

The poles shall have been sufficiently air-seasoned or kiln dried (moisture content of the sapwood, based on the oven dried weight, shall be between 12 to 25 percent) to permit maximum penetration and retention of the preservative. The poles shall have been treated with a pentachlorophenol preservative meeting the requirements of American Wood-Preservers' Association (AWPA) Standard P8.

20.3 Backfilling Around Poles

After each wood pole is set in the ground, the space around the pole shall be backfilled with selected earth or sand, free of rocks and other deleterious material, placed in layers approximately 4" thick. Each layer shall be moistened and thoroughly compacted.

20.4 Electrical Service

The Contractor is responsible for providing electrical service to the proposed locations. This responsibility includes coordinating with the Salt River Project.

20.5 Traffic Control During Signal Construction

Existing traffic signals shall be kept in operation except when changing over and connecting to new facilities. The change-over shall be accomplished in a one (1) day period during the hours of 9 a.m. to 4 p.m. so that the signals will be in operation during the peak hours. A uniformed off-duty police officer shall be provided by the Contractor for traffic control during the change-over when the traffic signal is not in operation.

21.0 MISCELLANEOUS REMOVAL AND OTHER WORK

This item shall consist of removing and disposing of all excess materials from the site. Excess materials to be removed consist of but are not limited to asphalt concrete pavement, concrete curb and gutter, sidewalk, portions of the abandoned 8 1/2" force main, miscellaneous pipes, and concrete headwalls.

No measurement for payment will be made for this item. Payment shall be the lump sum bid for MISCELLANEOUS REMOVAL AND OTHER WORK.

22.0 OTHER CONSTRUCTION ADJACENT TO SITE

Another Contractor will be starting excavation and other improvements around June 1st, 1978, for a future City Park south of the SE corner of this job site. All efforts shall be made to coordinate work to avoid conflicts in this area. This is not a separate pay item.

23.0 Roadway Striping

The Contractor shall perform the roadway and detour striping and removal of any existing or temporary striping in accordance with details shown on the Plans.

No measurement for payment will be made for this item, cost to be the lump sum bid set forth in the proposal.

24.0 Drainage Ditch

This item shall include the depressed curb and sidewalk, grading, concrete paving, and grouted cobbles to be bid complete in place as a lump sum.

PROPOSAL

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

PROPOSAL TO THE CITY OF SCOTTSDALE:

In compliance with the Advertisement for Bids, by the Director of Engineering Services, 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 _____ 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.

BID SCHEDULE

The Bidder agrees to perform all the construction work prescribed in the Specifications and shown on the plans, for the following prices:

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
1.	Lump Sum	Embankment for Detour Construction, Approaches and Miscellaneous Fill (Estimated to be 1500 C.Y.) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
2.	308 L.F.	Combined Curb & Gutter (Det. 146) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
3.	1,680 S.F.	4" Thick Concrete Sidewalk (Det. 180) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
4.	2,170 S.Y.	14" Select Material West Approach (Estimated to be 1574 Tons) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
5.	2,068 S.Y.	4" A.B.C. - West Approach (Estimated to be 450 Tons) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
6.	2,068 S.Y.	3-1/2" A.C. Base Course C-3/4 - West Approach (Estimated to be 414 Tons) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
7.	2,068 S.Y.	Bituminuous Tack Coat (Estimated to be 1 Ton) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
8.	2,068 S.Y.	1/2" A.C. Finish Course E-3/8 - West Approach (Estimated to be 59 Tons) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
9.	3,265 S.Y.	6" A.B.C. - Temporary Connections (Estimated to be 1065 Tons) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
10.	3,265 S.Y.	2" A.C. Surface Course C-3/4 Temporary Connections (Estimated to be 374 Tons) the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
11.	3,835 S.Y.	6" A.B.C. - Detour (Estimated to be 1251 Tons) the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
12.	3,835 S.Y.	2" A.C. Surface Course C-3/4 - Detour (Estimated to be 439 Tons) the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
13.	160 L.F.	Furnish and Install 2-36" x 80' C.M.P. Culverts-Detour the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
14.	24 L.F.	Furnish and Install - 18" x 24' R.C.P. - Detour the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
15.	39 Each	Furnish and Install Delineators - Detour the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
16.	Lump Sum	Remove Bushes the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
17.	3 Each	Replace Trees the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
18.	Lump Sum	Relocate Law Sprinklers the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
19.	4 Each	Remove Concrete Headwalls the sum of _____ Dollars _____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
20.	Lump Sum	Remove Miscellaneous Pipe the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
21.	Lump sum	Furnish Materials and Construct Bridge Structure the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
22.	Lump Sum	Furnish and Install Bridge Lighting the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
23.	Lump Sum	Site Excavation and Grading the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
24.	6,220 S.F.	6' Concrete Apron With Welded Wire Fabric the sum of _____ Dollars _____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
25.	3,979 S.F.	10" Soil Cement or 10" Class C Concrete the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
26.	78 L.F.	1'x3' Concrete Cutoff Wall the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
27.	85 L.F.	1'x4' Concrete Cutoff Wall (A.D.O.T. Std. Dtl.C-19.01) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
28.	40 L.F.	Furnish and Install Metal Handrail the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
29.	248 L.F.	54" R.G.R.C.P(Class II) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
30.	Lump Sum	54" Storm Drain Catch Basin (A.D.O.T. St. Dtl. C-15.05) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
31.	3 Each	Concrete Collars (St. Dtl. 214) the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
32.	Lump Sum	Wingwall Handrail the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
33.	Lump Sum	54" Storm Drain Outlet (A.D.O.T. Std. Dtl. C-14.02 Mod.) the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
34.	48 L.F.	15" R.G.R.C.P. the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
35.	Lump Sum	15" Concrete Pipe Inlet the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
36.	3,885 L.F.	12" Grouted Cobbles the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
37.	68.5 L.F.	Furnish and Install Bridge Approach Guard Railing (California D.O.T. 1975 Std. B11-36 & B11-37, Type 8) the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
38.	125 L.F.	Furnish and Install Guard Railing (A.D.O.T. Std.C-10.04 or C-10.03, Type "A") the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
39.	71 L.F.	Extruded 6" Vertical Concrete Curb including Asphalt concrete strip the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
40.	28 L.F.	Extend 36" Concrete Pipe Culverts the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
41.	Lump Sum	Remove Detour Delineators the sum of _____ Dollars _____ Cents	\$ _____	\$ _____

Project No. B-7706

<u>Item No.</u>	<u>Quantity And Unit</u>	<u>Description And Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
42.	Lump Sum	Remove Detour Culverts the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
43.	Lump Sum	Adjust Manhole Covers And Water Valves to Grade the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
44.	2 Each	Furnish and Install Brass Cap Monuments the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
45.	Lump Sum	Traffic Control the sum of _____ Dollars _____ Cents	\$ _____	\$ _____
46.	Lump Sum	Miscellaneous Removal and Other Work the sum of _____ Dollars _____ Cents	\$ _____	\$ _____

PROJECT NO. B-7706

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

PROJECT NO. B-7706

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)

PROJECT NO. B-7706

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, hereinafter 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.

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:

MANAGER OF CAPITAL IMPROVEMENTS
ENGINEERING

CITY ATTORNEY

RECOMMENDED FOR APPROVAL:

DIRECTOR OF ENGINEERING SERVICES

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. B-7706

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 sub-contractors 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.

B-7706

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

PROJECT NO. B-7706

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
4) Automobile Bodily Injury and Property Damage				\$500,000 Ea. Occurrence
5) When the project includes construction of a new, or modification of an existing building (in addition to the above types): Fire and Extended Coverage plus Vandalism and Malicious Mischief - For the Full amount of the contract.				
	Policy No.	Eff. Date	Exp. Date	

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.)

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

DATE: _____

COUNTERSIGNED BY: _____

Signature

PROJECT NO.

B-7706

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. B-7706

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: _____

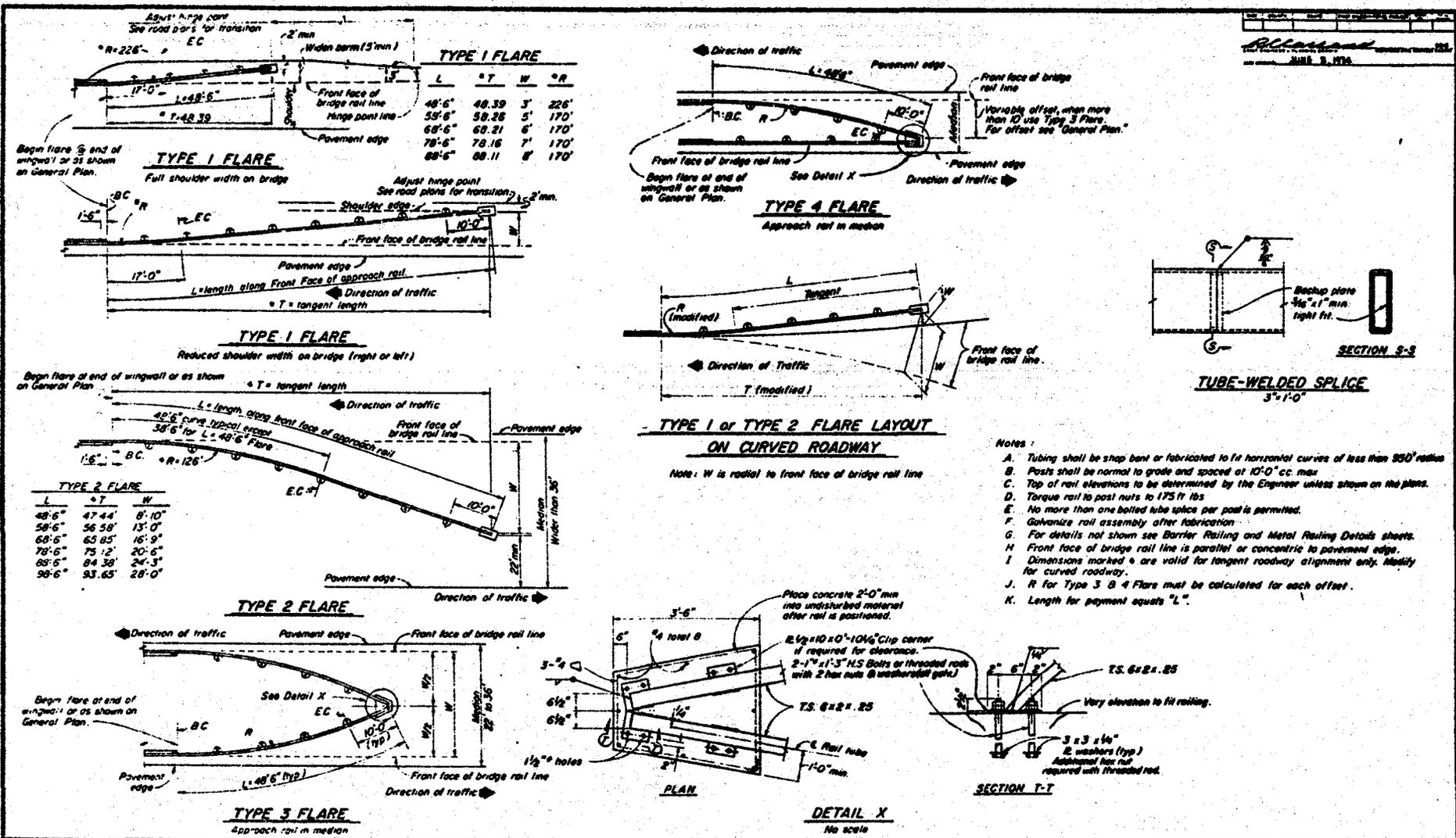
For: _____
Contractor

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

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

Notary Public

My Commission Expires



- Notes:
- A. Tubing shall be shop bent or fabricated to fit horizontal curves of less than 950' radius.
 - B. Posts shall be normal to grade and spaced at 10'-0" cc. max.
 - C. Top of rail elevations to be determined by the Engineer unless shown on the plans.
 - D. Torque rail to post nuts to 175 ft lbs.
 - E. No more than one bolted tube splice per post is permitted.
 - F. Galvanize rail assembly after fabrication.
 - G. For details not shown see Barrier Railing and Metal Railing Details sheets.
 - H. Front face of bridge rail line is parallel or concentric to pavement edge.
 - I. Dimensions marked ϕ are valid for tangent roadway alignment only. Modify for curved roadway.
 - J. R for Type 3 & 4 Flare must be calculated for each offset.
 - K. Length for payment equals "L".

STANDARD DRAWING		State of CALIFORNIA	OFFICE OF STRUCTURAL DESIGN GROUP	BRIDGE APPROACH GUARD RAILING TYPE 8 (LAYOUT)
6/74	73.52	DEPARTMENT OF TRANSPORTATION	CS 100	B11-36

