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Phoenix, AZ 85009

Specifications  
&  
Contract Documents  
For

**Project No. B-7501**

**Bridge Over Indian Bend Wash  
on Indian School Road  
and  
Roadway Approaches**



**Hoffman-Miller Engineers Inc.  
1110 E. McDowell Rd.  
Phoenix, Arizona**

**CAPITAL IMPROVEMENTS**

**A680.506**

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Project No. B-7501

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 Indian Bend Wash on Indian School Road.

SEALED BIDS WILL BE RECEIVED until 10:00 A.M., May 2, 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 over Indian Bend Wash on Indian School Road.

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 qualifies 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 Manager of Capital Improvements Engineering, 3939 Civic Center Plaza, Scottsdale, Arizona, for a sum of Twenty Five (\$25) Dollars. This fee is nonrefundable.

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 execution 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 \_\_\_\_\_

for the construction of a bridge over Indian Bend Wash on Indian School Road.

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: Richard L. Schuman  
Manager of Capital Improvements  
Engineering

Project No. B-7501.

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 \_\_\_\_\_, 19\_\_\_\_ 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) calendar 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 this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

City of Scottsdale

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

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged

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

this the \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

Project No. B-7501

NOTICE TO PROCEED

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

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

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 19\_\_\_\_, on or before \_\_\_\_\_, 19\_\_\_\_, and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter.

The date of completion of all WORK is therefore \_\_\_\_\_, 19\_\_\_\_. 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: \_\_\_\_\_

this the \_\_\_\_ day of \_\_\_\_\_,

19\_\_\_\_.

\_\_\_\_\_ by: \_\_\_\_\_

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

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 Twenty Five (\$25) Dollars. There will be no refund for plans.

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 a notice that the Contract has been awarded.

START AND COMPLETION OF WORK

Work shall start within five (5) days after issuance of notice to proceed and shall be completed within 150 (one hundred and fifty) calendar days after such issuance.

MEASUREMENT AND PAYMENT

- a) Measurement and Payment for all Pay Items in the "Proposal" shall be as indicated in GENERAL CONDITIONS; "Method of Measurement and Payment for Pay Items".
- b) 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.

SUBMITTING BIDS

No bid will be considered unless it is made upon the "Proposal" forms contained in and submitted with these Project Specification documents. 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 the 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.

CONTRACTORS 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 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 shall 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 32 & 33). The minimum limits required are:
  - (1) Workmen's Compensation - Statutory.
  - (2) Contractor's Protective Bodily Injury - Five Hundred Thousand Dollars (\$500,000) each Occurrence.

Contractor's Protective Property Damage - One Hundred Thousand Dollars (\$100,000) on account of any one accident and a total liability of Three Hundred Thousand Dollars (\$300,000) for all accidents.

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- (3) Contractual Bodily Injury - Five Hundred Thousand Dollars  
(\$500,000) each Occurrence.

Contractual Property Damage - One Hundred Thousand Dollars  
(\$100,000).

- (4) Automobile Bodily Injury - Five Hundred Thousand Dollars  
(\$500,000) each Occurrence.

Automobile Property Damage - Five Hundred Thousand Dollars  
(\$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.

GENERAL CONDITIONS

1. SCOPE

The work covered by these Specifications consists of furnishing all plant, labor, equipment and materials for construction of a bridge over the Indian Bend Wash on Indian School Road, as shown in the "Plans" for the City of Scottsdale, Arizona, 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" of "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 these Specifications or 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 GENERAL CONDITIONS AND SPECIAL PROVISIONS of these specifications provide for the supplementation, modifications and/or amendments to the STANDARD SPECIFICATIONS.

City of Scottsdale Supplement shall prevail over the MAG 1975 Supplement to the Uniform Standard Specifications for Public Works Construction. The Supplement may be obtained at City of Scottsdale, Private Development Engineering Department.

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: Hoffman-Miller Engineers, 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 revision 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 commission 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.

The responsibility for damage claims does not apply to claims of flood damage for work done according to the detail plans and specifications under this contract.

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 foreman 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 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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. EXISTING UTILITIES TO BE RELOCATED

If any existing S.R.P., A.P.S., and/or Mountain Bell facilities must be relocated or rebuilt to allow the construction of this project, they shall be relocated by others at no cost to the contractor.

17. 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.

18. 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.

19. 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.

20. 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.

21. LIQUIDATED DAMAGES AND EXTENSION OF COMPLETION TIME

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

22. DUMPING AND DISPOSAL OF WASTE

The Contractor shall provide for the disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal. All excess waste products, including but not limited to excess excavation and removal items shall be removed immediately from the project site.

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 contractors 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 OWNER 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 instructions 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 seven 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.

Construction stakes will be set one time only. 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 prior to their use in construction. 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 Arizona Department of Transportation 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.

d) Cost of items called for on plans not specified in the Bidding Schedule shall be included in price bid for other items.

e) The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be varied by the Owner/Engineer to conform to the requirements of the work as set forth in Drawings, and the Contractor agrees to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

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) Additional engineering costs which may result in modifications to the plans due to substitutions shall be paid for by the Contractor.
- 6) In the event the Contractor, his supplier(s) or subcontractor(s) provide equipment or materials different than that called for on the plans or in the Specifications, which result in additional engineering design work or calculations, the cost of such work shall be paid for by the Contractor.

SPECIAL PROVISIONS & CONSTRUCTION DETAILS

1.0 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.

2.0 CITY OF PHOENIX WATER LINE RELOCATION

2.1 A City of Phoenix permit for this construction must be obtained by the Contractor. All fees, if any, will be paid for by the Contractor.

2.2 Construction of the water line will be in accordance with City of Phoenix Details and MAG Specifications, except as modified below:

- a. Bedding is defined as that area from the bottom of the trench to one (1) foot over the top of the pipe.
- b. Backfill is defined as that area from one (1) foot over the top of the pipe to the existing surface.
- c. Bedding for all waterlines 12-inch diameter and under shall be class "D" regardless of trench width and cover. Pipe shall be laid with support under the full length of the barrel with hand-excavated holes for couplings. An allowable alternate will be to lay pipe on three (3) inch mounds at the third points of each pipe section with a required bedding material of A.B.C., sand or Type "B" select material up to the spring line of the pipe and water settled in place prior to placement of remaining bedding and backfill; except, in those instances where the entire trench is filled with the same material, it may be placed in one lift and water settled.

- d. Backfill and bedding may be placed in one lift, except as otherwise restricted above.
- e. All Type "A" boxes installed in the existing pavement shall be permanently set to grade as called for in Standard Details and Specifications.

### 3.0 SPECIAL BACKFILL

- 3.1 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).
- 3.2 No measurement for payment shall be made for Special Backfill, which cost shall be included in price bid for other items.

### 4.0 DETOUR CONSTRUCTION

- 4.1 Detour shall be constructed in accordance with the plans, Costs for furnishing, erecting and removing the detour guardrail shall not be included under this item. The 18" culvert pipes shall be removed at the end of the construction project and remain the property of the Contractor. All ditches, including tail water ditches, shall be restored to original condition. The asphalt concrete base course shall also be removed with the finish grading south of the bridge.
- 4.2 No measurement for payment will be made for constructing the detour which will include providing the detour complete in place in accordance with the plans and specifications, except embankment for detour shall be paid for as specified within these Special Provisions. This item shall also include any maintenance necessary on the detour.

Striping of the detour will be performed by the City of Scottsdale.

- 4.3 Reconstruction of the combined curb and gutter, concrete sidewalks, and asphaltic concrete sidewalk will be measured and paid for as specified within the bid proposal.

### 5.0 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 Indian School 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.

6.0 SRVWUA PERMIT

A permit may be required for the tail water ditch to the south of the construction site. This permit will be obtained by the City of Scottsdale prior to construction, if necessary.

7.0 CONSTRUCTION SCHEDULE

A construction schedule showing in detail the sequence of construction shall be submitted to the Engineer for approval prior to construction.

8.0 MATERIALS FOR BRIDGE STRUCTURE

All materials furnished for the bridge structure shall be in accordance with specifications noted on the bridge plans. Structural concrete in the bridge deck shall be placed as per Section 502.3.12(C) Bridge Decks 50 ft. and Over, of Arizona Department of Transportation STANDARD SPECIFICATIONS.

9.0 METAL HANDRAIL (Pedestrian)

Pedestrian Handrail shall be furnished and constructed atop the retaining walls, on the north side of the bridge, and at both abutments 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 (Pedestrian) 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.

10.0 CONSTRUCTING DETOUR GUARDRAIL

This work shall consist of constructing metal beam guardrailing in accordance with the details shown on the plans and as per Section 415 of MAG Specifications.

Payment for CONSTRUCTING DETOUR GUARDRAIL shall be in accordance with Section 415.5 of MAG Specifications.

11.0 REMOVE DETOUR GUARDRAIL

This is a contingency item and consists of removing the excess detour guardrail not required for the roadway approaches to the bridge. This item may be eliminated from the contract at the option of the City of Scottsdale.

Payment for REMOVING DETOUR GUARDRAIL will be made on the basis of price bid per lineal foot for complete removal of the excess guardrail and stockpiling at the site as directed by the Engineer.

**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. Guardrail materials may be obtained from guardrail used on the detour.

Payment for APPROACH GUARDRAIL TO BRIDGE shall be for removing guardrail from detour 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 & 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 1,000 C.Y.

Measurement and payment for EMBANKMENT FOR DETOUR CONSTRUCTION AND MISCELLANEOUS FILL will be made as a lump sum bid as 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 14,131 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, excluding detour pavement disposal. The remaining excavation south of the bridge is from existing ground to finish grade of south apron, lake contours, bike path and Indian School Road side slopes from back of sidewalk east and west of the bridge. There may be fill material to be excavated in this area. Overexcavation necessary because of unsuitable base material shall be paid for as a change in the plans as per proposal.

- 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.

The Contractor shall restore to pre-construction condition any damage that may occur to sprinkler systems, lawn and landscaping within the construction area.

- 14.3 No measurement for payment will be made for SITE EXCAVATION AND GRADING, cost to be the lump sum bid as 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 Construction" and Section 703 "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.

Measurement for payment shall utilize the slope distance on the channel or lake banks in all underground area along top or toe edges with 2:1 tie-downs in vertical area of 3' deep tie-down into lake bank and cobble apron at lake end of 15" pipe.

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

18.0 15" RGRCP IRRIGATION PIPE, INCLUDING CONCRETE COLLAR

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. A concrete collar is required and shall conform to Phoenix Standard Detail 214. Cost of this collar shall be included in price bid for furnishing and installing the 15" Irrigation Pipe.

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

19.0 POLE IN CONCRETE BASE WITH CABLE FENCE

This item shall be furnished and installed in accordance with the plans and shall conform to MAG Standard Specifications.

The cable is to be  $\frac{1}{2}$ " steel strand or equal, cable. Methods for splicing and termination are to be submitted to the Manager 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.

No measurement for payment will be made for this item. Cost shall be included in the lump sum price bid for the furnishing and installing of POLE IN CONCRETE BASE WITH CABLE FENCE complete in place.

20.0 SEWER MANHOLE

This item shall consist of constructing sewer manhole in accordance with City of Phoenix Standard Details 363, 370, 371 or 372 with watertight cover Standard Detail 362. All manhole covers shall be 30" in diameter and shall read "Scottsdale Sanitary Sewer".

Payment for SEWER MANHOLE shall be the unit price bid each for furnishing all materials and labor for constructing the sewer manhole complete in place.

21.0 10" V C P SEWER LINE

Vitrified clay pipe shall be furnished in accordance with Section 743 of MAG Specifications and installation of pipe shall be in accordance with Section 601 of MAG Specifications.

Payment will be made at the contract price bid per lineal foot of 10" V C P SEWER LINE.

22.0 8" V C P SEWER LINE

Vitrified clay pipe shall be furnished in accordance with Section 743 of MAG Specifications and installation of pipe shall be in accordance with Section 601 of MAG Specifications.

Payment will be made at the contract price bid per lineal foot of 8" V C P SEWER LINE.

23.0 10" DUCTILE IRON PIPE SEWER LINE

This item shall consist of furnishing ductile iron pipe in accordance with MAG Specification 750.2. Push-on pipe joints shall be used and shall be coal-tar coated in accordance with AWWA C-104.

Installation shall be in accordance with Section 601 of MAG Specifications.

Payment will be made at the contract price bid per lineal foot of 10" DUCTILE IRON PIPE SEWER LINE.

24.0 8" DUCTILE IRON PIPE SEWER LINE

This item shall consist of furnishing ductile iron pipe sewer line in accordance with MAG Specification 750.2. Push-on pipe joints shall be used and shall be coal-tar coated in accordance with AWWA C-104. Installation shall be in accordance with Section 601 of MAG Specifications.

Installation shall be in accordance with Section 601 of MAG Specifications.

Payment will be made at the contract price bid per lineal foot of 8" DUCTILE IRON PIPE SEWER LINE.

25.0 CONNECT 8" V C P TO EXISTING MANHOLE

This item shall consist of making a connection of the 8" V C P Sanitary Sewer Line to the existing manhole - lowering the bottom of the existing manhole and plugging the abandoned portion of the 8" sewer line, all in accordance with details shown on the plans.

No measurement for payment will be made for this work. Cost shall be included in the lump sum price bid for furnishing all materials and performing all work necessary to CONNECT 8" V C P TO EXISTING MANHOLE.

26.0 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, portion of the 12" water line, portions of the abandoned 45" water line, miscellaneous pipes, concrete headwalls and a telephone manhole.

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

27.0 STEEL MEDIAN GRATING

This item shall consist of furnishing and erecting an open steel flooring for the raised median area of the bridge as shown on the plans. Flooring shall be fabricated using steel conforming to A.S.T.M A-588. The grating manufacturer shall furnish shop drawings for approval and submit calculations showing that grating will safely support HS20-44 loading as prescribed by A.S.S.H.T.O. As the flooring is in a raised median area, design specifications permit 150 percent of the allowable stresses for combined dead, live, and impact stresses. Design criteria covering deflection limitations is waived.

The steel angle assemblies around the periphery of the grating shall be furnished in accordance with the plans. These angles shall be A.S.T.M. A-588 steel and furnished with the grating.

No measurement for payment will be made for STEEL MEDIAN GRATING. Payment shall be the lump sum price bid for STEEL MEDIAN GRATING complete in place including the angles around the grating periphery.

28.0 OTHER CONSTRUCTION ADJACENT TO SITE

Another Contractor will be starting excavation and other improvements around June 1st, 1978, for a future City Park north of the NE 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.

PROPOSAL

CITY OF SCOTTSDALE, ARIZONA  
Capital Improvements Engineering

PROPOSAL to the Manager of Capital Improvements Engineering of the City of Scottsdale. In compliance with the Advertisement for Bids, by the Manager 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 on the inside pages of this form.

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 any quantities stated or implied in the Specifications or elsewhere in the Contract Documents are approximate only. It is understood that the quantity required for each lump sum item indicated in the Proposal shall be furnished by the Contractor and no measurement of the quantity furnished will be made unless an alteration in the work is ordered. If an alteration in the work is ordered which increases or decreased the quantity of any bid item, the theoretical unit price, determined by dividing the lump sum bid price by the total estimated quantities as shown in this Proposal will be the unit price that will be the basis of an increase or decrease of payment.

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.

The Bidder agrees that upon receipt of Notice of Award, from the City of Scottsdale, he will execute the contract documents in accordance with the Specifications.

As time is an essential element of the contract, work shall be completed within 150 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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Project No. B-7501

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 &amp; Unit</u>	<u>Description &amp; Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
1.	80 Tons	6" A.B.C. (Approaches) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
2.	232 S.Y.	1-3/4" A.C. Base Course C-3/4 (Approaches) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
3.	232 S.Y.	3/4" A.C. Finish Course E-3/8 (Approaches) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
4.	256 S.F.	4" Conc. Median Slabs the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
5.	136 S.F.	6" Conc. Median Noses the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
6.	360 L.F.	Single Curb, Det. 142 the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity &amp; Unit</u>	<u>Description &amp; Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
7.	346 L.F.	Comb. Curb & Gutter, Det. 146 the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
8.	1,080 S.F.	4" thick Conc. Sidewalk Det. 180 the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
9.	172 L.F.	Furnish & Install 18" Pipe Culvert for Detour the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
10.	226 L.F.	Furnish & Install 12" MJCIP Waterline with Valves, Fittings & Thrust Blocks for Relocation of Existing Waterline the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
11.	144 L.F.	Furnish & Install 12" Ductile Iron Pipe Waterline and Plug Both Ends the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
12.	3 Each	Sewer Manhole the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity &amp; Unit</u>	<u>Description &amp; Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
13.	649 L.F.	10" V C P Sewer Line the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
14.	144 L.F.	10" D I P Sewer Line the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
15.	110	8" V C P Sewer Line the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
16.	20 L.F.	8" D I P Sewer Line the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
17.	Lump Sum	Connect 8" V C P to Existing Manhole the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
18.	9,770 S.F.	North & South Concrete Apron (6") the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity &amp; Unit</u>	<u>Description &amp; Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
19.	195.25 L.F.	Cut-off Walls, ADOT C19.01 the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
20.	1,365 S.Y.	12" Grouted Cobbles the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
21.	200 L.F.	15" RGRCP Irrigation Pipe Including Concrete Collar the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
22.	Lump Sum	Pole in Concrete Base with Cable Fence the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
23.	475 L.F.	Construction Detour Guardrail the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
24.	275 L.F.	Remove Detour Guardrail the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____
25.	200 L.F.	Approach Guardrail to Bridge the sum of		
		_____ Dollars		
		_____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity &amp; Unit</u>	<u>Description &amp; Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
26.	Lump Sum	Class "A" Concrete - Bridge Floor (279 C. Y.) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
27.	Lump Sum	Class "A" Conc. - Bridge (981 C.Y.) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
28.	Lump Sum	Reinforcing Steel - Bridge (135,140 Lbs.) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
29.	Lump Sum	Reinforcing Steel - Bridge Floor (24,870 Lbs.) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
30.	179.17 L.F.	A.D.O.T. Std. H-2-1 Handrail the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
31.	169.50 L.F.	Special Pedestrian Handrail the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____

<u>Item No.</u>	<u>Quantity &amp; Unit</u>	<u>Description &amp; Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
32.	Lump Sum	Traffic Control the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
33.	Lump Sum	Provide Detour the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
34.	Lump Sum	Site Excavation & Grading (14,131 C.Y.) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
35.	Lump Sum	Embankment for Detour Construction & Miscellaneous Fill (1,000 C.Y.) the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
36.	Lump Sum	Miscellaneous Removal and Other Work the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
37.	Lump Sum	Steel Median Grating the sum of  _____ Dollars _____ Cents	\$ _____	\$ _____
TOTAL BID			\$ _____	

Project No. B-7501

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

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 \_\_\_\_\_

TELEPHONE 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, sealed with our seals and  
dated \_\_\_\_\_, 1978.

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

Project No. B-7501, bridge over Indian Bend Wash on Indian School Road.

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 foresaid 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 be

Project No. B-7501

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

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

BY \_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Attorney in Fact

BY \_\_\_\_\_

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

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

AFFIDAVIT OF EMPLOYMENT OF LABOR

STATE OF ARIZONA )  
                          ) SS.  
COUNTY OF MARICOPA)

\_\_\_\_\_, being first duly sworn, on oath, deposes and says:

That he is the \_\_\_\_\_ of a firm of \_\_\_\_\_ and as such submitted the attached proposal or bid for the proposed improvement of certain works, in the City of Scottsdale, Arizona, as described therein.

That, in the event the Contract therefor is awarded his firm, preference in employment of labor thereon will be given to residents of the City of Scottsdale who have resided in said City for a period of six (6) months or more next preceding the time of their employment, and that such citizens will be employed whenever possible, with the exception of the men necessary to the bidder for his technical staff of his organization.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Name and Title (SEAL)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

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

CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1978, 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 the construction of Project No. B-7501, Bridge over Indian Bend Wash on Indian School Road, 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 pamphlet.

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

IN WITNESS WHEREOF, six (6) 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 an 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

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 \_\_\_\_\_, 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 \_\_\_\_\_, 1978,  
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, cove-  
nants, 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-7501

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_ 1978.

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

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 \_\_\_\_\_, 1978, 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 provi-  
sions of said Title, Chapter and Article, to the extent as if it were  
copied at length herein.

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

WITNESS our hands the \_\_\_\_\_ day of \_\_\_\_\_, 1978.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

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

BY \_\_\_\_\_

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

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

Project No. B-7501

CITY OF SCOTTSDALE, ARIZONA

ENGINEERING DIVISION

Certificate of Insurance

Project No.: B-7501, Project Title: Indian School Road Bridge over  
Indian Bend Wash

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 300,000 Aggregate
(3) Contractual Bodily Injury				\$500,000 Ea. Occurrence
(3) Contractual Property Damage				\$100,000 Ea. Accident 100,000 Aggregate
(4) Automobile Bodily Injury				\$500,000 Ea. Occurrence
(4) Automobile 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. B-7501

- (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 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 of 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: \_\_\_\_\_

\_\_\_\_\_

PROJECT NO. B-7501

CITY OF SCOTTSDALE, ARIZONA  
CAPITAL IMPROVEMENTS ENGINEERING

CONTRACTOR'S AFFIDAVIT  
Regarding  
Settlement of Claims

Part 100, Section 109, General Conditions

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

PROJECT NO. B-7501

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 subcontractor 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 \_\_\_\_\_, 1978

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

STATE OF ARIZONA )  
                          )  
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

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

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