

CITY OF SCOTTSDALE
CAPITAL IMPROVEMENTS ENGINEERING
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PROJECT NO. SD-7547-C

McDOWELL ROAD BRIDGE INLET AT
INDIAN BEND WASH

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COUNCILMEN

WILLIAM C. JENKINS - MAYOR

Mrs. Billie Gentry
Paul Messinger
Dr. Heinz R. Hink

Herb Drinkwater
Richard Campana
Charles H. Smith

City Manager -
City Clerk -
City Attorney -

Dale Carter
Fern Nell
Richard Filler

November, 1974

A680.513



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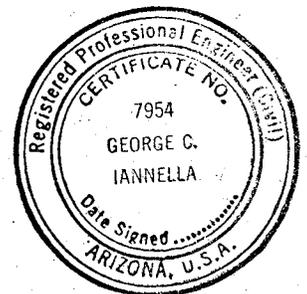
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TABLE OF CONTENTS

NOTICE INVITING BIDS OR PROPOSALS	1
INFORMATION FOR BIDDERS	2
SPECIAL PROVISIONS, PART I, GENERAL CONDITIONS,	6
SPECIAL PROVISIONS, PART II, CONSTRUCTION DETAILS	11
PROPOSAL	17
CONTRACT	22
PERFORMANCE BOND	24
PAYMENT BOND	25
BID BOND	26
AFFIDAVIT OF EMPLOYMENT OF LABOR	27
CERTIFICATE OF INSURANCE	28
AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS	30



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 the McDowell Road Bridge Inlet at Indian Bend Wash.

SEALED BIDS WILL BE RECEIVED until 10:00 AM, December 2, 1974, by the City Clerk in the Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona. At this time, the bids will be publicly opened and read aloud for furnishing all materials, equipment and labor and performing all the work necessary for the construction of the McDowell Road Bridge Inlet at Indian Bend Wash.

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 City Engineer, 3939 Civic Center Plaza, Scottsdale, Arizona for a sum of ten (\$10) 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 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.

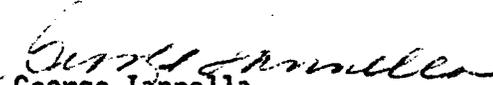
Each bid shall be made out on the proposal form which is attached to the specifications; shall be accompanied by a bid bond acceptable to the City of Scottsdale for penal sum of not less than ten percent (10%) of the amount of the bid made payable to the order of the City of Scottsdale, Arizona.

Bids shall be marked:

Bid of Contractor
for the construction of the McDowell Road Bridge Inlet at Indian Bend Wash.

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


George Iannella
Capital Improvements Engineer

INFORMATION FOR BIDDERS

GENERAL

Plans, specifications, and proposal forms may be obtained from the Office of the City Engineer, Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona, upon the payment of Ten (\$10) Dollars. There will be no refund for plans returned to the City Engineer's Office.

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%) per cent 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; work on north building pads, north retaining walls and other incidental portions of the project shall be completed within sixty (60) calendar days after such issuance; the remainder of the work shall be completed within one hundred twenty (120) calendar days after such issuance.

MEASUREMENT AND PAYMENT

- a) Measurement and payment for all Pay Items in the "Proposal" shall be as indicated in the applicable standard specification and/or in the "Special Provisions."
- b) Measurement of the various items in the "Proposal" shall be of each item of completed work with no allowances for waste.
- c) Payment for various items in the "Proposal" will be made at the unit price bid in the "Proposal" and shall be compensation in full for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete

the work in a satisfactory manner as shown on the plans and as specified, with connections, testing and related work completed. Each item, fixture, piece of equipment, etc. shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the "Proposal."

- d) Final payment shall be made within forty (40) days after submittal of a final invoice and a Contractor's Affidavit Regarding Settlement of Claims. The above Affidavit shall be submitted on forms provided by the City.

PROJECT NO. SD-7547-C

STANDARD DETAILS AND SPECIFICATIONS

Construction of this project shall be in accordance with all applicable City of Phoenix Standard Details and M.A.G. Uniform Standard Specifications for Public Works Construction, latest revision, which may be obtained at the Office of the Phoenix City Engineer, 700 Municipal Building, 251 West Washington Street, Phoenix, Arizona, and Maricopa Association of Governments, 1820 W. Washington, Phoenix, Arizona, unless otherwise noted.

SUBMITTING BIDS

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

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 City Engineer 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, Workmen's Compensation Insurance for all of his employees at the site of the Project, and in the case of any of the work is sublet, the Contractor shall require each subcontractor similarly to provide Workmens Compensation Insurance for his employees unless such employees engaged are covered by the Contractor. In the event any class of employees engaged in the hazardous work under this Contract at the site of the Project is not protected by Workmens Compensation Statute, the Contractor shall provide and similarly shall cause each subcontractor to provide special insurance for the protection of such employees not otherwise protected.

b) Public Liability and Property Damage Insurance: The Contractor shall take out, and maintain during the life of this Contract, such public liability and property damage insurance, both general and automobile liability, as shall protect him, any subcontractor performing work under this contract and the City of Scottsdale, from all claims for bodily injury, including accidental death, as well as for all claims for property damage arising from operations under this contract, - whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The contractor agrees to include the City of Scottsdale as a named insured in all of the insurance policies required under this contract, and shall furnish the City of Scottsdale with a certificate of said insurance. The minimum limits required are:

Public Liability Insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000) for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of one accident and

PROJECT NO. SD-7547-C

Property Damage Insurance in an amount not less than 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.

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.

SPECIAL PROVISIONS
PART 1 - GENERAL CONDITIONS

1. GENERAL

- a) In the event of any conflict between these Special Provisions and the requirements of the plans, detail drawings, or specifications, these Special Provisions shall prevail.
- b) In all cases where A.S.T.M., A.A.S.H.O., A.W.W.A., A.S.A., Federal, City of Phoenix, City of Scottsdale, Maricopa County, Salt River Project, or Arizona State Highway Specifications are referred to, the latest revisions shall prevail, unless otherwise noted. M.A.G. Uniform Standard Specifications for Public Works Construction are applicable.
- c) 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.

2. TRAFFIC CONTROL

- a) Complete street closures will not be permitted.
- b) Adequate barricades and lighted warning signs will be maintained by the Contractor throughout the project. All traffic shall be channelized around all construction in accordance with the City of Phoenix Traffic Control Manual.
- c) The City Engineer 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 City Engineer for approval and/or modification before initial construction.
- e) Payment for conforming to this item of work shall be considered as included in other items or work.

3. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify 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 Workmens Compensation laws or any other law, by-law, ordinance, or order or decree.

In the event of flooding, the responsibility provisions will not apply to those portions of the channel commencing at the downstream end which have been fully completed and accepted.

4. INSPECTION

- a) Inspectors may be stationed on the work to report to the Engineer 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 Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to issue instructions contrary to the plans and specifications. Inspector 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 Engineer 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.

5. DUST PREVENTION

The Contractor shall take whatever steps, procedures, or means required to prevent abnormal dust conditions due to his construction operation 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.

6. UTILITIES

Provisions of M.A. G. Uniform Standard Specification No. 105.6, Cooperation with Utilities, shall apply. Existing Arizona Public Service, Salt River Project and Mountain Bell facilities which must be relocated or rebuilt to allow the construction of this project shall be relocated by other at no cost to the Contractor. Each prospective bidder shall hereby take notice that Arizona Public Service, Salt River Project and Mountain Bell may be accomplishing construction within the project concurrently with the construction of improvements, included in these Plans and Specifications. The successful bidder shall be prepared to cooperate with the utility companies in the scheduling of various items of work.

Contractor is solely responsible for determination of location and damage to utilities associated with construction.

7. 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 City of Phoenix Standard Details & M.A.G. Specifications.

8. DAMAGED WATER LINES

Any water lines damaged during construction shall be replaced by a contractor properly licensed to install water lines. All work shall be done as per City of Phoenix Standard Details and M.A.G. Specifications.

9. CARE OF EXISTING STRUCTURES:

Existing buildings, structures, power and telephone lines, trees, fences, water pipes, gas lines, sewers or other conduits, embankments, monuments, and sundry structures in the vicinity of the work shall be protected from injury by the Contractor during construction and until completion of the work. The Contractor shall be liable for all damages done to such structures, as herein provided, and shall save and keep the City harmless from any liability or expense for injuries, damages or repairs to same.

10. MAINTENANCE OF IRRIGATION FACILITIES:

Where irrigation pipes and/or structures interfere with the construction, the Contractor shall relocate, replace, or maintain such facilities. All permanent relocations shall be approved in writing by the owning utility before relocation is begun. Final acceptance of relocated or replaced facilities will depend upon approval by the Engineer and the owner of the facilities. Irrigation water delivery schedule shall be maintained as required by the irrigation company.

11. LOSSES AND DAMAGES

All losses 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.

12. HINDRANCES AND DELAYS

No charge shall be made by the Contractor for hindrances or delays from any causes 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 extension of time, allowed for the delay, the amount to be determined by the Engineer provided the Contractor will give the Engineer immediate notice in writing of the cause of such delay.

13. 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 Engineer. 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.

14. FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Capital Improvements Engineer. The Engineer 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 is made.

15. EXISTING TRAFFIC AND STREET SIGNS

The Contractor shall maintain existing traffic and street signs during construction. If signs conflict with proposed construction they will be re-located by the City of Scottsdale.

16. 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. Wherever Engineer is referred to it shall be understood that this refers to the City Capital Improvements Engineer.

17. RIGHTS-OF-WAY

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

18. 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 oversize rocks and boulders left after finished grading.

19. DRAWINGS

Project boundaries are exact measurements from closed Field Survey Data, Interior final grading design measurements, i.e., distances, radii, arc lengths, etc. are not based on computer closure calculations and are only accurate to approximately $\pm 1'$.

20. LIQUIDATED DAMAGES

M.A.G. Spec. 108.9, failure to complete on time shall apply.

21. 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.

22. 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.

SPECIAL PROVISIONS
PART II - CONSTRUCTION DETAILS

BID ITEMS AND SPECIFIC DESCRIPTION

The overall construction project has been subdivided into separate and distinct Bid Items, and a number assigned to each in the list below. These numbers directly correspond to the bid item numbers in the Contractor's Proposal, page 17. An attempt has been made to include sufficient description of details to present a clear understanding of all job requirements. The Contractor shall be responsible for visiting the site and accounting for existing site conditions in the prices bid.

1. Clearing and Grubbing

M.A.G. Specification 201, Clearing and Grubbing is applicable. Quantities are approximate and payment will be made based on those quantities as determined in the field by the Engineer.

This item includes removal of unsuitable foundation material, including concrete, pipes, wood, etc., from the site.

The construction site description in M.A.G. Specification 201.3 shall include those areas shown on plans Sheet 3 scheduled for excavation or compacted fill.

2. Excavation

Soils report available in the office of the Capital Improvements Engineer. Quantities are approximate and shall include only that required within the project limits as shown on the plans. Payment will be based on unit prices bid. M.A.G. Specification 215, Earthwork for open channels is applicable.

3. Fill

A. Fill for lots north and south of bridge: M.A.G. Specification 211. Fill Construction is applicable. Compaction methods shall be approved by the engineer.

B. Compacted fill for 77th Street embankment: M.A.G. Specification 215.4 shall apply.

Soils report available in the office of the Capital Improvements Engineer.

4. C.T.B. (Cement Treated Base) Floor

General provisions of M.A.G. Specification 312, Cement Treated Base are applicable, except as herein provided. The Portland Cement Association (PCA) specification for soil-cement slope protection for earth dams (central plant mixing method) (see next two pages) takes precedence where conflicts exist in specifics, i.e. % sieve retention, maximum aggregate size, handling and placing time and temperature requirements, etc.

Suggested Specifications for Soil-Cement Slope Protection for Earth Dams (Central-Plant-Mixing Method)

1. GENERAL

1.1 Description: Soil-cement slope protection shall consist of soil, portland cement, and water proportioned, mixed, placed, and compacted in such a manner that the completed soil-cement in place forms a dense, uniform mass conforming to the lines, grades, and typical cross-sections shown on the plans.

If the contractor can demonstrate the attainment of satisfactory uniform density at a 7-, 8-, or 9-in. compacted layer thickness in lieu of the 6-in. thickness shown on the plans, he may construct layers of such thickness. However, the additional quantities required to maintain the minimum normal protection at the greater layer thickness will not be measured for payment as provided in Section 7. Once established, layer dimensions may not be changed without the permission of the engineer.

2. MATERIALS

2.1 Soil: Soil shall consist of the approved select material as determined under Section 3.1 or 3.2. The soil as processed for construction shall not contain material retained on a 2-in. sieve nor any material deleterious to its reaction with cement.

2.2 Portland Cement: Portland cement shall comply with the latest specifications for portland cement (ASTM C150, C175, or C595 [Types IS and ISA]; CSA A-5; AASHTO M85, M134, or M151; or Federal SS-C-192 or SS-C-197) for the type specified.

2.3 Water: Water shall be free from substances deleterious to the hardening of the soil-cement.

3. PROPORTIONING

3.1 Standard Method: The contractor shall use the soil aggregate, cement content, and moisture content determined by the engineer in accordance with standard laboratory tests and set forth elsewhere in the plans and specifications.

3.2 Alternate Method: The contractor may use a soil aggregate, cement content, and moisture content other than those noted under Section 3.1 with the written approval of the engineer. Such proposed alternates must meet the following prerequisites for any consideration by the engineer:

1. The proposed soil aggregate shall contain not less than 55 percent material by dry weight passing the No. 4 sieve, and not more than 35 percent nor less than 5 percent material passing the No. 200 sieve. The sieve analysis herein described must be performed at the contractor's expense by an experienced soils testing laboratory approved in writing by the engineer. Clay lumps larger than 1 in. shall be pulverized or screened out of the raw soil prior to mixing.
2. Soil-cement durability and other tests identical to those elsewhere described must then be performed at the contractor's expense and submitted to the engineer for approval by an approved testing laboratory.
3. The tests must indicate a soil-cement of a quality equal to or exceeding that noted under Section 3.1.
4. The tests must not delay prosecution of the work as provided for elsewhere in the contract documents.

4. EQUIPMENT

4.1 Description: Soil-cement may be constructed with any combination of machines that will produce results meeting these specifications.

5. CONSTRUCTION REQUIREMENTS

5.1 Preparation: Before soil-cement processing begins, the area to be protected with soil-cement shall be graded and shaped as required to construct the soil-cement in conformance with lines, grades, thicknesses, and cross-sections shown on the plans. The embankment shall be firm and able to support the construction equipment and the soil-cement layers without yielding or subsequent settle-

ment. Immediately prior to the placement of the soil-cement, the receiving surface shall be in a moist condition.

5.2 Mixing: Soil-cement shall be central-plant mixed in an approved continuous-flow or batch-type pugmill. The plant shall be equipped with metering and feeding devices that will add the soil, cement, and water into the mixer in the specified quantities. Soil and cement shall be mixed sufficiently to prevent cement balls from forming when water is added.

The mixing time shall be that which is required to secure an intimate uniform mixture of the soil, cement, and water.

Free access to the plant must be provided to the engineer at all times for inspection of the plant's operation and for sampling the soil-cement mixture and its components. If the actual quantities of the mix vary more than 3 percent by weight of the specified quantities, the engineer may require such changes in the plant operation as will provide the required accuracy.

5.3 Handling: The soil-cement mixture shall be transported from the mixing plant to the embankment in clean equipment provided with suitable protective devices in unfavorable weather. The total elapsed time between the addition of water to the mixture and the start of compaction shall not exceed 60 minutes, and the mixture is not to be left undisturbed for longer than 30 minutes during this period.

The contractor shall take all necessary precautions to avoid damage to completed soil-cement by the equipment, and to avoid the deposition of raw earth or foreign materials between layers of soil-cement. Earth ramps crossing completed soil-cement must have at least 2-ft. compacted thickness.

5.4 Placing: The mixture shall be placed on the moistened embankment, or previously completed soil-cement, with spreading equipment that will produce layers of such widths and thicknesses as are necessary for compaction to the required dimensions of the completed soil-cement layers. Each successive layer shall be placed as soon as practicable after the preceding layer is completed.

All soil-cement surfaces which will be in contact with succeeding layers of soil-cement shall be kept continuously moist by fog spraying until placement of the subsequent layer, provided that the contractor will not be required to keep such surfaces moist for a period longer than 7 days. Any loose material on the surface of the completed layer shall be removed, and the surface moistened immediately before placement of the next layer.

Mixing shall not be permitted when the aggregate or subgrade is frozen. Soil-cement shall not be mixed or placed when the air temperature is below 45 deg. F. unless the temperature is at least 40 deg. F. and rising.

5.5 Compaction: Soil-cement shall be uniformly compacted to at least 96 percent of maximum density as determined by field density tests. Optimum moisture and maximum density shall be determined in the field during construction by moisture-density test ASTM D558 or AASHTO T134.

At the start of compaction, the mixture shall be in a uniform, loose condition throughout its full depth and its

moisture content shall not be below nor more than two percentage points above the specified optimum moisture. No section shall be left undisturbed for longer than 30 minutes during compaction operations.

5.6 Finishing: After compaction, the soil-cement layer shall be further shaped if necessary to the required lines, grades, and cross-sections and rolled to a reasonably smooth surface. Surface compaction and finishing of each layer shall be done in such a manner as to produce, in not longer than 2 hours, a dense surface free of compaction planes or loose material.

5.7 Curing: Temporarily exposed surfaces shall be kept moist as set forth in Section 5.4. Care must be exercised to ensure that no curing material other than water is applied to the surfaces that will be in contact with succeeding layers.

Permanently exposed surfaces shall be kept in a moist condition for 7 days, or they may be covered with some suitable curing material, subject to the engineer's approval. Any damage to the protective covering within 7 days shall be repaired to the satisfaction of the engineer.

Regardless of the curing material used, the permanently exposed surfaces shall be kept moist until the protective cover is applied. Such protective cover is to be applied as soon as practicable, with a maximum time limit of 24 hours between the finishing of the surface and the application of the protective cover or membrane.

When necessary, the soil-cement shall be protected from freezing for 7 days after its construction by a covering of loose earth, straw, or other suitable material approved by the engineer.

5.8 Maintenance: The contractor shall be required, within the limits of his contract, to maintain the soil-cement in good condition until all work is completed and accepted. Maintenance shall include immediate repairs of any defects that may occur. This work shall be done by the contractor at his own expense and repeated as often as necessary. Faulty work shall be replaced for the full depth of the layer.

6. INSPECTION AND TESTING

6.1 Description: The engineer, with the assistance and cooperation of the contractor, shall make such inspections and tests as he deems necessary to ensure the conformance of the work to the contract documents. These inspections and tests may include, but shall not be limited to, (1) the taking of test samples of the soil-cement and its individual components at all stages of processing and after completion, and (2) the close observation of the operation of all equipment used on the work. Only those materials, machines, and methods meeting the requirements of the contract documents shall be approved by the engineer.

All testing of soil-cement or its individual components, unless otherwise provided specifically in the contract documents, shall be in accordance with the latest applicable ASTM or AASHTO specifications in effect as of the date of advertisement for bids on the project.

Install 12" compacted thickness C.T.B. floor in one lift. Clear spray curing shall be used on all exposed surfaces. Cement content shall be determined by the City prior to construction from aggregate samples to be submitted by the Contractor. Cement content shall be such that a minimum of 1,000 psi seven-day yield strength shall be obtained (approximately 5% cement).

Low grade concrete (1500 psi yield strength - 28 day, 4"-5" slump, 282 lb./c.y. cement content, min.) may be substituted for the C.T.B. floor bid at the contractor's option. In either case, the floor thickness shall be 12". M.A.G. Specification 725 - Portland Cement Concrete shall apply.

5. Reinforced Concrete Sill

M.A.G. Specification 505 Concrete Structures, 725 Portland Cement Concrete, and 727 Steel Reinforcement are applicable. Item to be bid complete in place. Class A concrete with welded wire mesh tying into sill turndown to be used as per plans. (Broom finish)

6. Reinforced Concrete Floor

M.A.G. Specification 340, Concrete Curb and Sidewalk is applicable only for portions pertaining to sidewalks. Thickness will be six (6) inches in all reference to concrete thickness. Concrete shall be Class A, with welded wire mesh as per detail, 200' x 12.3' x 6" south of sill to base of existing columns. (Broom finish)

7. Cut-Off Wall

M.A.G. Specification 505, Concrete Structures and AHD Standard Detail 19.01, Ford Concrete Walls, are applicable. Depth to be as noted width 1' and top flush with adjacent inlet excavation finish grade. Concrete shall be Class A.

A. North edge of paving, retaining wall to retaining wall. Depth 4'.

B. South side of bridge, retaining wall to retaining wall. Depth 8'.

8. Retaining Walls

M.A.G. Specifications 206, Structure Excavation and Backfill and, 505 Concrete Structures are applicable. Rebar schedule is shown on SD-7547-C Plans, Structural Details.

A. Concrete 3,000#, Class A.

B. Steel: M.A.G. Specification 727 Steel reinforcement shall apply. Yield strength (Fy) 40,000 psi.

Bid shall be for walls in place and complete including backfill, adjustments of existing pipe and concrete aprons.

9. Reinforced Concrete Slope Paving

Gunnite: M.A.G. Specification 525 Pneumatically placed mortar shall apply. Details as per plans.

Steel: M.A.G. Specification 727 steel reinforcement shall apply; steel shall be 4 x 4 6/6 (or equivalent area of steel) welded wire fabric.

10. Grouted Cobble Channel

The grouted cobble construction shall conform to M.A.G. Specification 220 and 703. Modified as follows: Rip-Rap may be placed by equipment or by hand, and shall be river run material. The upper third of the grouted cobbles shall be exposed.

The contractor will be responsible for continual flow of the irrigation water at all times.

11. Cascade

M.A.G. Specifications 215, Earthwork for open Channels, 220 Rip-Rap Construction and 703, Rip-Rap materials are applicable.

Bid shall be for lump sum in place complete, variable width (12'-17') grouted river-run cobble cascade at existing irrigation waste ditch termination.

12. Cut-Off Wall Adjustment

Bid is lump sum for adjustment of existing reinforced concrete cutoff wall (approximately 217 L.F.) to grades as shown on plans.

13. Catch Basin and Storm Drain

M.A.G. Specification 615 Sewer Line Construction and ASTM C-76 Reinforced Concrete Pipe shall apply. Catch Basin to be AHD Std. Dtl. C-15.05 double L=17' grate LW 2.0. Storm Drain shall be 42" RGRCP (292 L.F.) Type III extended through retaining wall with flap gate. Bid shall include restoration of driveways, planter, curbs, sprinklers, etc., as per plans.

14. East Storm Drain Extension

Adjust 18" RGRCP Storm Drain from existing manhole (24 L.F.) through new retaining wall into junction box and extend 18" x 29" RCP arch pipe (190 L.F.) Type III, as per ASTM C-76, under sill to grouted cobble channel. To be bid lump sum, in place, complete including 18" flapgate as per plans. Appropriate M.A.G. Specifications shall apply except as noted.

15. Water Line Relocation

The existing 12" CIP under the new channel shall be lowered to provide 3' clearance from floor of channel to top of pipe. Water line from retaining wall to 3' of depth shall be encased as per plans.

PROJECT NO. SD-7547-C

Construction shall be coordinated with and inspected by the City of Phoenix Department of Water and Sewers.

Bid shall be lump sum, complete, in place. Methods of construction shall meet City of Phoenix requirements.

16. Barricade

To be located along top of retaining wall as per plans. Delete black stripes.

PROJECT NO. SD-7547-C

PROPOSAL

PLACE: _____

DATE : _____

Capital Improvements Engineer
City of Scottsdale
Scottsdale, Arizona

In compliance with your invitation for bids and all conditions of the Contract Documents, the undersigned _____ a corporation organized under the laws of the State of _____, a partnership consisting of _____ of an individual trading as _____ of the City of _____,

hereby proposes and agrees to furnish any and all materials, labor, construction equipment, services and transportation required for performing all work for the construction in the "Call for Bids" for the City of Scottsdale Project No. SD-7547-C, and to construct the same and install the material therein for the City in good and workmanlike and substantial manner and to the satisfaction of the City, through its Engineers and under the direction and supervision of its Engineers, or their properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Engineers of the City, and with such modifications of same and other documents that may be made by the City through its Engineers or their properly authorized agents, as provided herein, at the following unit prices for the work described:

ITEM NO.	QUANTITIES	DESCRIPTION	UNIT PRICE WORDS AND FIGURES	TOTAL
1.	4.6 Acres 2.2	Clearing & Grubbing	_____ Dollars _____ Cents per Acre	\$ _____ \$ _____
2.	33,000 C.Y.	Excavation	_____ Dollars _____ Cents per C.Y.	\$ _____ \$ _____

PROPOSAL

ITEM NO.	QUANTITIES	DESCRIPTION	UNIT PRICE WORDS AND FIGURES	TOTAL
3A	8900 C.Y.	Compacted fill for lots north and south of the bridge.	DOLLARS	
			CENTS	
			PER C.Y.	
			\$ _____	\$ _____
3B	1100 C.Y.	Compacted fill for 77th St. embankment	DOLLARS	
			CENTS	
			PER C.Y.	
			\$ _____	\$ _____
4	4300 S.Y.	Cement Treated Base Floor	DOLLARS	
			CENTS	
			PER S.Y.	
			\$ _____	\$ _____
5	Lump Sum	Reinforced Concrete Sill, complete	DOLLARS	
			CENTS	
			LUMP SUM	
			\$ _____	\$ _____
6	2280 S.F.	Reinforced concrete floor, sill to columns	DOLLARS	
			CENTS	
			PER S.F.	
			\$ _____	\$ _____
7a	256 L.F.	Cut-off wall, A.H.D. Std. Det. 19.01 (depth 4')	DOLLARS	
			CENTS	
			PER L.F.	
			\$ _____	\$ _____
7b	265 L.F.	Cut-off wall, A.H.D. Std. Det. 19.01 (depth 8')	DOLLARS	
			CENTS	
			PER L.F.	
			\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITIES	DESCRIPTION	UNIT PRICE WORDS AND FIGURES	TOTAL
8	a. 470 C.Y.	Retaining walls Class "A" Concrete	_____ DOLLARS _____ CENTS PER C.Y.	\$ _____
			\$ _____	
	b. 50,500 lbs.	Reinforcing Steel	_____ DOLLARS _____ CENTS PER LB.	\$ _____
			\$ _____	
9	250 S.Y.	Reinforced Concrete Slope Paving	_____ DOLLARS _____ CENTS PER S.Y.	\$ _____
			\$ _____	
10	132 C.Y.	Grouted Cobble Channel	_____ DOLLARS _____ CENTS PER C.Y.	\$ _____
			\$ _____	
11	Lump Sum	Cascade, complete	_____ DOLLARS _____ CENTS LUMP SUM	\$ _____
			\$ _____	
12	Lump Sum	Cut-off wall adjust- ment, complete	_____ DOLLARS _____ CENTS LUMP SUM	\$ _____
			\$ _____	

PROPOSAL

ITEM NO.	QUANTITIES	DESCRIPTION	UNIT PRICE WORDS AND FIGURES	TOTAL
13a	1 each	Catch Basin A.H.D. C-15.05, Double, L=17', grate LW 2.0.	_____ DOLLARS _____ CENTS PER EA.	\$ _____
			\$ _____	
13b	295 L.F.	42" RGRCP, Class III, including flap gate	_____ DOLLARS _____ CENTS PER L.F.	\$ _____
			\$ _____	
14	Lump Sum	East Storm Drain Extension, complete	_____ DOLLARS _____ CENTS LUMP SUM	\$ _____
			\$ _____	
15	Lump Sum	Water Line Reloca- tion, complete	_____ DOLLARS _____ CENTS LUMP SUM	\$ _____
			\$ _____	
16	625 L.F. 270	Barricade, complete, in place	_____ DOLLARS _____ CENTS PER L.F.	\$ _____
			\$ _____	
TOTAL BID			_____ DOLLARS _____ CENTS	
			\$ _____	

PROPOSAL

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

The undersigned understands that any quantities stated or implied in the Specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications.

Upon receipt of notice of acceptance of this bid, the undersigned will execute the formal Contract attached within ten (10) days, and will deliver simultaneously therewith a one hundred percent (100%) Surety Bond for the faithful performance of the Contract, together with a one hundred percent (100%) Labor and Material Bond.

The Bid Security attached, payable to the City of Scottsdale, in the sum of ten percent (10%) of the total bid, is to become the property of the City of Scottsdale in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused thereby.

The job will be completed in sixty (60) calendar days after issuance of the "Notice to Proceed."

The undersigned understands that the City of Scottsdale reserves the right to reject any or all or any part thereof, or to accept any bid or any part thereof, or to waive any informalities in any bid, deemed by them to be for the best interest of the City of Scottsdale.

The undersigned is the holder of Arizona State Contractor's License No. _____ and Classification _____.

BY _____ (SEAL)
Name and Title

ATTEST:

Name and Title

Witness: If Bidder an Individual _____ (Give Bidder's full address

The Bidder hereby acknowledges receipt of the following addenda:

CONTRACTOR

By _____ (SEAL)
Name and Title

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____ 1974, by and between 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 first part, hereinafter designated the CITY, and _____ of the City of _____, County of _____ and STATE OF _____, party of the second part, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by said City, 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 hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all materials, labor, construction equipment, services and transportation required for performing all work for the construction of Project No. SD-7547-C, McDowell Rd. Bridge Inlet at Indian Bend Wash and to construct the same and install the material therein for the City, in a good and workmanlike and substantial manner to the satisfaction of the City 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 specifications and plans prepared by the City of Scottsdale, Capital Improvement Engineering.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids," "Specifications," Bidder's Proposal" as accepted by the Mayor and Council per Council Minutes of _____, 1974, "Bid Security," "Performance Bond," "Payment Bonds," "Plans," and Addenda thereto, 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 and furnish all materials, labor, construction equipment, services, and transportation for performing all of the work for construction of said improvements and to 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.

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced, as set forth in the Contract Documents, and Supplemental Agreements, if any, which are a part hereof, and in accordance with directions of the Engineer, and to his satisfaction, the City agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed as shown by the estimates in the attached Proposal made a part hereof, and in the Supplemental Agreements, hereto, if any, and to make such payment within thirty (30) days after final completion 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.

PROJECT NO. SD-7547-C

ATTEST:

CITY CLERK

CITY OF SCOTTSDALE, a municipal
corporation, Party of the First Part

By _____
MAYOR

ATTEST:

(Witness: If Contractor is an
individual)

CONTRACTOR (Party of the Second Part)

By _____
Name and Title (SEAL)

RECOMMENDED FOR APPROVAL:

CAPITAL IMPROVEMENTS ENGINEER

APPROVED AS TO FORM:

CITY ATTORNEY

PROJECT NO. SD-7547-C

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

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called the Principal), as Principal, and _____
_____, a corporation organized and existing under the
laws of the State of _____ with its principal office in the City
of _____, (hereinafter called the Surety), as Surety, held and
firmly bound unto _____ (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 _____, 1974, to _____
_____ which contract is hereby referred to and made a part hereof as fully and to the
same extent as if copied at length herein.

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

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

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

WITNESS our hands this _____ Day of _____, 1974.

PRINCIPAL (SEAL)
By _____

SURETY
By _____

AGENCY OF RECORD

AGENCY ADDRESS

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
_____ (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 _____, 1974, to _____
_____ 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 having been required of the said Principal
in order to comply with the provisions of Title 34, Chapter 2, Article 2, of
the Arizona Revised statutes, all rights and remedies on this bond shall inure
solely to such persons and shall be determined in accordance with the provisions,
conditions and limitations of said Title, Chapter and Article, to the same extent
as if they were copied at length herein.

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

WITNESS our hands the _____ day of _____, 1974.

PRINCIPAL _____ (SEAL)
By _____

SURETY _____ (SEAL)
By _____

AGENCY OF RECORD _____

AGENCY ADDRESS _____

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 _____, 1974.

The conditions of the above obligation are such that whereas the City Council of
 the City of Scottsdale, on the 15th day of Oct., 1974, did order the following
 work to be done, to-wit: McDowell Rd. Bridge Inlet Construction at the Indian
 Bend Wash.

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

ATTEST:

Attorney in Fact

PRINCIPAL _____

BY _____

SURETY _____

BY _____
Attorney in Fact

PROJECT NO. SD-7547-C

AFFIDAVIT OF EMPLOYMENT OF LABOR

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

_____, being first duly sworn,
on oath, deposes and says:

That he is the _____ of the 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 pre-
ceding 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
_____, 1974

Notary Public

My Commission Expires:

PROJECT NO. SD-7547-C

CITY OF SCOTTSDALE, ARIZONA

ENGINEERING DIVISION

Certificate of Insurance

Project No: SD-7547-C, Project Title: McDowell Rd. Bridge Inlet at
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				\$300,000 Ea. Person 500,000 Ea. Accident
(2) Contractor's Protective Property Damage				\$100,000 Ea. Accident 300,000 Aggregate
(3) Contractual Bodily Injury				\$300,000 Ea. Person 500,000 Ea. Accident
(3) Contractual Property Damage				\$100,000 Ea. Accident 100,000 Aggregate
(4) Automobile Bodily Injury				\$300,000 Ea. Person 500,000 Ea. Accident
(4) Automobile Property Damage				\$100,000 Ea. Accident 100,000 Aggregate

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

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

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

DATE: _____

Countersigned by: _____

Signature

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS.

_____, Arizona

DATE: _____

PROJECT NO. SD-7547-C

To the City of Scottsdale, Arizona

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 _____, 19____.

CONTRACTOR

BY

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: _____