

CITY OF SCOTTSDALE
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING
SEPTEMBER 1973

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PROJECT FC-7429-C
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
INDIAN BEND WASH -- 78TH STREET DYKE

COUNCILMEN

B. L. TIMS, O.D. - MAYOR

William C. Jenkins	-	Dr. Heinz R. Hink
Mrs. Billie Gentry	-	Herb Drinkwater
Paul Messinger	-	Richard Campana
Dale Carter	-	City Manager
Marc G. Stragier	-	Public Works Director
Daniel C. Raby	-	City Engineer
Fern Nell	-	City Clerk

COE & VAN LOO CONSULTING ENGINEERS
4831 North 11th Street
Phoenix, Arizona 85014



A680.508

PROJECT NO. FC-7429-C

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Project No. FC-7429-C

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 Indian Bend Wash-78th Street Dyke (Earll Drive to 2nd Street).

SEALED BIDS WILL BE RECEIVED until 10:00 A.M., Sept. 14, 1973 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 Indian Bend Wash-78th Street Dyke.

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 Two (\$2) 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.

Bids shall be marked:

Bid of _____ Contractor
for the construction of the Indian Bend Wash-78th Street Dyke.

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 _____

Daniel C. Raby, City 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 Two (\$2.00) 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%) percent of the contract price.
 - (2) Payment Bond - One hundred (100%) 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 thirty (30) 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".

MEASUREMENT AND PAYMENT (Cont'd)

(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".

STANDARD DETAILS AND SPECIFICATIONS

Construction of this project shall be in accordance with all applicable City of Phoenix Standard Details and Specifications, latest revision, which may be obtained at the Office of the Phoenix City Engineer, 700 Municipal Building, 251 West Washington Street, Phoenix, Arizona.

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

Neither the Contractor nor any subcontractor shall commence work under this

contract until he has submitted and had approved by the Engineer certificates covering all insurance required.

(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 the 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 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 One Hundred Thousand Dollars (\$100,000) 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 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.

A 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

1. GENERAL:

(a) In the event of any conflict between these Special Provisions and the requirements of the plans, detail drawings, or City of Phoenix "Standard Details and Specifications," the 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, Maricopa County, Arizona State Highway, or other Standard Specifications are referred to, the latest revision shall prevail, unless otherwise stated.

2. RESPONSIBILITY FOR DAMAGE CLAIMS:

The Contractor shall indemnify and save harmless the City and its 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 damages sustained by any person or property arising out of the work done in fulfillment of the construction of the improvements 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, bylaw, ordinance, or order or decree.

3. 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.

4. 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, allowing for the delay; the amount of the delay will be determined by the Engineer, provided the Contractor gives the Engineer immediate notice in writing of the cause of such delay.

5. 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.

6. 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. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

(c) Inspection or supervision by the 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 Contractors foreman and superintendent.

7. 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."

8. 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.

9. 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.

10. CLEANUP:

After all work under this 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; clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of oversize rocks and boulders left after finished grading.

11. FINAL ACCEPTANCE:

"Final Acceptance" shall mean a written final acceptance of the work by the City 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.

12. INTERPRETATION OF GENERAL CONDITIONS:

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

13. DELETIONS:

Article 4-20 (a) Liquidated damages of Standard Specification No. 500, "General Conditions", is hereby deleted.

14. PROTECTION OF UTILITIES:

The Contractor shall conduct his work with care so as to prevent any harm to existing utilities. The Contractor shall give the proper utility company the maximum possible notice of any proposed digging operations where there are underground electric, gas or telephone ducts, cables, pipe or manholes, or where there are aerial cables or lines which would interfere with digging operations. The Contractor shall resolve crossing and clearance problems concerning all utility structures with the utility company concerned. Where required, the bracing of utility poles will be accomplished by the owning utility.

15. DRAWINGS

The drawings are intended to show the features, locations and dimensions of the dyke construction. The width shown as the bottom of dyke is the full easement width which has been secured by the City of Scottsdale.

16. CLEARING AND GRUBBING

The proposed area of excavation and the proposed dyke area shall be cleared and large roots removed so the deleterious materials do not become mixed with the soil. Payment will be made as a lump sum for clearing and grubbing, which price shall include all related costs including disposition of the organic materials. The contractor is required to remove organic material from the excavation and dyke areas prior to beginning the placing of any excavated material. Such organic materials so removed shall be stockpiled within the 50 foot wide strip adjacent to the east toe of dyke. The proposed area of excavation shall not be nearer than 50 feet from the toe of the proposed dyke.

17. EXCAVATION OF FILL MATERIAL

Dyke fill material shall be excavated a minimum of 50 feet from the toe of dyke. All fill material shall be free of all organic matter and other waste construction materials. Rocks or concrete in excess of 6" diameter shall be placed within the clearing and grubbing disposal area adjacent to the east toe of dyke, and not included within the dyke area.

18. DYKE COMPACTION

The proposed dyke shall be constructed in 6" lifts which shall contain optimum moisture to facilitate a maximum compaction of the dyke fill material by the combination of scrapers, water trucks, and other heavy equipment running along the length of the dyke. The final compaction is expected to be at least 85% maximum density, but will not be tested unless in the opinion of the City Engineer reasonable compactive effort is not evident.

19. MEASUREMENT OF EARTHWORK

All earthwork quantities will be measured in place at the site of fill and no allowance will be made for bulking. Measurement will be made to neet lines after clearing and grubbing.

20. OSBORN ROAD STOCKPILED MATERIAL

Stockpiled materials shall be of the kind and placed in the locations shown on the construction drawings. The intent is to have approximately twice as much material as would be required to close the dyke across Osborn Road. The material stockpiled on the south side of Osborn Road shall be clean and free from all organic matter and other waste materials, and half of the volume of this stockpile shall be river run sand and rock with the remaining half to consist of clean material excavated from the Indian Bend Wash area. The stockpile on the north side of Osborn Road shall consist exclusively of reject rock from a gravel plant or equal. No special gradation will be required except the material is to be used as rip rap and the size shall vary from about 3" to 10". Larger rock need not be removed from the stockpile.

PROPOSAL FOR INDIAN BEND WASH-78TH STREET DYKE

Mayor and Council
City of Scottsdale
Scottsdale, Arizona

Place _____

Date _____

In compliance with your invitation for bids and all conditions of the Contract Documents the _____ a corporation organized and existing under the laws of the State of _____, a partnership consisting of _____ or individual trading as _____ of the City of _____, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services and transportation, required for performing all work for the construction of Job. No. FC-7429-C, for the Construction of a dyke along the west side of the Indian Bend Wash adjacent to 78th Street and to 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 its Engineers, or their properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Engineers for the Owner, and with such modifications of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein for the following prices.

PROJECT NO. FC-7429-C

ITEM NO.	QUANTITY AND UNIT	DESCRIPTION (Unit Price In Words)	UNIT PRICES (Figures)	ITEM TOTAL
1.	Lump Sum	Clearing and grubbing at excavation areas for the sum of _____ Dollars _____ Cents		\$ _____
2.	3 acres	Clearing & grubbing, (Dyke area only) the sum of _____ Dollars _____ Cents per acre	\$ _____	\$ _____
3.	82 L.F.	24" diameter heavy wall concrete pipe with rubber gasketed joints, for the sum of _____ Dollars _____ Cents per L.F.	\$ _____	\$ _____
4.	2 each	Irrigation headwalls, with screw lift gates for the sum of _____ Dollars _____ Cents Each	\$ _____	\$ _____

5. 26,500 C.Y.

Compacted dyke fill
(in place), the sum
of

_____ Dollars

_____ Cents \$ _____ \$ _____
per c.y.

6. Lump Sum

Stockpiled materials
at Osborn Rd. identified
on construction plans
(in place) for the sum
of

_____ Dollars

_____ Cents \$ _____

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.

The undersigned 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 decreases 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.

Upon receipt of Notice of Award of this bid, the undersigned will execute the formal contract attached hereto within Ten (10) days and will deliver simultaneously therewith a Bond for Labor, Material and Performance of Contract, in an amount equal to one hundred percent of the amount of the Contract, said bond to be issued by a Surety Company authorized to do business within the State of Arizona and satisfactory to the City of Scottsdale.

The Bid Security attached, payable to the City of Scottsdale, in the sum of Ten percent 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 within thirty (30) calendar days after Notice to Proceed.

The undersigned understands that the City of Scottsdale reserves the right to reject any or all bids, or to accept any bid, or to waive 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 _____.

Respectfully submitted,

By

Name and Title

ATTEST:

Name and Title

Witness: If Bidder is an Individual

(Give Bidder's Full Address)

The Bidder hereby acknowledges receipt of the following addenda:

Contractor

By

Name and Title

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 1973, 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 the 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. FC 7429-C, The Indian Bend Wash-78th Street Dyke, 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 consultant engineers, Coe & Van Loo, Consulting Engineers.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Specifications", "Bidder's Proposal" as accepted by the Mayor and Council per Council Minutes of August

1973, "Bid Security", "Performance Bond", "Payment Bond", "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 the 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.

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

Recommended for Approval

By _____

City Engineer

(Official Title)

ATTEST:

By _____
(Authorized Officer)

(Official Title)

Contractor (Party of the 2nd Part)

By _____
(Name and Title)

ATTEST:

(Witness: If Contractor is an
Individual)

APPROVED AS TO FORM THIS _____

DAY OF _____, 1973

City Attorney

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.)

FC-7429-C

KNOW ALL MEN BY THESE PRESENT:

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 _____, 19____, 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 _____, 19____.

PRINCIPAL

SEAL

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.)

FC-7429-C

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 _____, 19_____, to

_____ which contract is hereby referred to and made a part hereof as fully and to the
same extent as if copies 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 _____, 19_____.

PRINCIPAL

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 _____, 1973.

The Conditions of the above obligation are such that whereas the City Council of the City of Scottsdale, on the _____ day of _____ 1973, did order the following work to be done, to wit:

Project No. FC 7429-C, Indian Bend Wash-78th Street Dyke.

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 structure.

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.

PRINCIPAL _____
BY _____
SURETY _____
BY _____
Attorney in Fact

ATTEST:

Attorney in Fact