

CITY OF SCOTTSDALE
CAPITAL IMPROVEMENTS ENGINEERING
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PROJECT NO. FC-7590

CONSTRUCTION OF INDIAN BEND LOW FLOW
CHANNEL FROM McDONALD DRIVE TO 660'
SOUTH

COUNCILMEN

William C. Jenkins - Mayor

Mrs. Billie Gentry
Paul Messinger
Charles H. Smith

Dr. Heinz R. Hink
Herb Drinkwater
Richard Campana

October, 1974

A680.512



ADDENDUM NO. 1

October 22, 1974

CITY OF SCOTTSDALE
Capital Improvements Engineering

Project FC-7590

Indian Bend Wash Low Flow
Channel South of McDonald Drive

Property of
Flood Control District of MC Library
Please Return to
2801 W. Durango
Phoenix, AZ 85009

Incorporate the enclosed plans and Revised Proposal into the plans and specifications for the above-referenced project.

The enclosed plans revised on October 22, 1974, shall be used for Alternate Bid No. 2. The excavation quantity remains the same. However, the material is to be placed at the finished compacted grades shown on the revised plans along the west bank of the low flow channel.

Alternate No. 1 shall be bid with excavation and stockpiling as shown on the plans dated September 17, 1974, and stamped October 16, 1974.

Alternate No. 2 shall be bid with excavation and placing material along the west bank of the low flow channel as shown on the revised plans. Bid item 3A shall include only the compaction of this material to at least 90% of maximum density.

Bids will not be considered unless both of the alternates are bid. Use the Revised Proposal form for your bid and add it to the inside of the front cover of the Specifications and Contract Documents.


George Cannella
Capital Improvements Engineer

GI:ee
Enclosure

REVISED
PROPOSAL

CITY OF SCOTTSDALE, ARIZONA
Capital Improvements Engineering

PROPOSAL to the Capital Improvements Engineer of the City of Scottsdale .
In compliance with the Advertisement for Bids, by the Capital Improvements
Engineer, 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 furnish-
ing 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 his proposal shall be submitted with a proposal guarantee
of cash, certified check, cashier's check or surety bond for an amount not
less than (10%) Ten Percent of the amount bid.

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

Work shall be completed within 30 calendar days, beginning with the day follow-
ing 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.

ADDENDUM NO. 1

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
1	3.25 acres	Clearing & Grubbing, the sum of _____ Dollars _____ Cents Per Acre	\$ _____	\$ _____
2.	20,500 C.Y.	Excavation for Channel, the sum of _____ Dollars _____ Cents Per C.Y.	\$ _____	\$ _____

TOTAL BID ALTERNATE NO. 1

Dollars

Cents
\$ _____

Alternate No. 2

1A	7.25 acres	Clearing & Grubbing, the sum of _____ Dollars _____ Cents Per Acre	\$ _____	\$ _____
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2A	20,500 C.Y.	Excavation for Channel, the sum of _____ Dollars _____ Cents Per C.Y.	\$ _____	\$ _____
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PROJECT NO. F C-7590

REVISED PROPOSAL

Alternate No. 2

<u>ITEM NO.</u>	<u>QUANTITY & UNIT</u>	<u>DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)</u>	<u>UNIT PRICES</u>	<u>TOTAL</u>
3A	20,500 C.Y.	Compaction of fill from Excavation, the sum of _____ Dollars _____ Cents Per C.Y.		\$ _____ \$ _____

TOTAL BID ALTERNATE NO. 2

_____ Dollars
_____ Cents
\$ _____

PROJECT NO. FC-7590

REVISED
PROFOSAL

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

Property of
Flood Control District of MC Library
Please Return to
2801 W. Durango
Phoenix, AZ 85009

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CAPITAL IMPROVEMENTS ENGINEERING
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October, 1974

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NOTICE INVITING PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Scottsdale, Maricopa County, State of Arizona, ordered the construction of Indian Bend Low Flow Channel from McDonald Drive to 660' South.

SEALED BIDS WILL BE RECEIVED until 10:30 A.M., November 1, 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 Indian Bend Low Flow Channel from McDonald Drive to 660' South.

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 Five (\$5) 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 the bid made payable to the order of the City of Scottsdale, Arizona.

Bids shall be marked:

Bid of _____, Contractor
for the construction of Indian Bend Low Flow Channel from McDonald Drive to 660' South.

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

CITY OF SCOTTSDALE, ARIZONA

By George Iannella
GEORGE IANNELLA
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 Five (\$5) 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%) 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 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."
- 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".

PROJECT NO. FC-7590

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

STANDARD DETAILS AND SPECIFICATIONS

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

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.

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

PROJECT NO. FC-7590-

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 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

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, M.A.G., 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.
- 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 channeled 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 of 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.

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.

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

PROJECT FC-7590

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 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. 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.

6. 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.

7. 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.

8. CLEANUP

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other

materials not incorporated in the work from the site of the work. Cleanup shall include the removal of all excess pointing mortar materials within pipes.

9. 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 & verification of "as built" grades is made.

10. 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.

11. 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.

12. 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.

13. EXISTING ELECTRICAL FACILITIES TO BE RELOCATED

Existing Salt River Project and Mountain Bell facilities which must be re-located or rebuilt to allow the construction of this project shall be re-located by others at no cost to the Contractor.

14. UTILITIES

Provisions of M.A.G. Standard Specification No. 105.6 and 107.11 shall apply.

15. DAMAGED DOMESTIC WATER LINES

Any water lines damaged during construction shall be replaced at the Contractor's expense and per the requirements of the City of Scottsdale Water Division.

16. 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.

17. 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 they will be relocated by the City of Scottsdale.

18. DOMESTIC WATER FACILITIES

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

19. LIQUIDATED DAMAGES

M.A.G. Specification 108.9 shall apply.

20. 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.

21. DISPOSITION OF EXCAVATED SOIL

All material excavated from the channel other than organic materials and trash, which are to be disposed of as provided in paragraph 20, will be placed on the property immediately west of the channel from approximately station 4+60 to 6+60 as directed. No compaction will be required. The unit price bid for excavation will include all costs incurred in excavation, hauling and placing.

22. MEASUREMENT OF EARTHWORK

All earthwork quantities will be measured in place at the site of excavation and no allowance will be made for bulking.

23. CLEARING AND GRUBBING

Where there are substantial amounts of organic material to be removed, the area for excavation shall be cleared and large roots removed so the deleterious materials do not become mixed with the soil. Payment for any areas so affected will be made at the unit price bid for clearing and grubbing, which shall include all related costs including disposition of the organic materials as provided in paragraph 20.

24. HANDLING OF WATER

The Contractor will be responsible for disposing of water which has been collected in the existing channel. Water which has considerable algae

growth or is otherwise objectionable shall be used for dust control or otherwise disposed. Separate payment will not be made for any pumping.

In the event of flooding, the responsibility provisions of Paragraph 7 will not apply to those portions of the channel commencing at the downstream end which have been fully completed as determined by the engineer.

25. All grading shall be done within an allowable tolerance of $\pm 0.10'$ prior to acceptance of the work.

26. FENCE DISPOSITION

All existing fence material within the limits of the excavation or stock-pile area shall be removed and delivered to George P. Lasley, 5939 No. Canal Bank Road

27. 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.

28. 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.

PROJECT NO. FC-7590

PROPOSAL

CITY OF SCOTTSDALE, ARIZONA
Capital Improvements Engineering

PROPOSAL to the Capital Improvements Engineer of the City of Scottsdale .
In compliance with the Advertisement for Bids, by the Capital Improvements
Engineer, 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 furnish-
ing 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 his proposal shall be submitted with a proposal guarantee
of cash, certified check, cashier's check or surety bond for an amount not
less than (10%) Ten Percent of the amount bid.

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

Work shall be completed within 30 calendar days, beginning with the day follow-
ing 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.

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
1	3.25 acres	Clearing & Grubbing, the sum of	DOLLARS	
			CENTS	
		Per Acre	\$ _____	\$ _____
2	20,500 C.Y.	Excavation for Channel, the sum of	DOLLARS	
			CENTS	
		Per C.Y.	\$ _____	\$ _____
TOTAL BID			DOLLARS	
			CENTS	
			\$ _____	

PROJECT NO. FC-7590

PROPOSAL

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

License:

Classification _____ No. _____

Respectfully submitted,

FIRM _____

ADDRESS _____

TELEPHONE NO. _____

DATE _____

BY _____
Officer and Title (SEAL)

ATTEST:

Officer and Title

Witness: If Bidder is an Individual

PROJECT FC-7590

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 17th day of Sept. , 1974, did order the
following works to be done, to wit:

Project FC-7590 , Construction of Indian Bend Low Flow Channel from McDonald Drive
to 660' South.

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

PROJECT FC-7590

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

PRINCIPAL (SEAL)

BY _____

ATTEST:

SURETY (SEAL)

BY _____

Attorney in Fact

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NO. FC-7590

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 _____, 1974.

Notary Public

My Commission Expires:

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of

_____, 1974, by and between _____

of the City of _____, County of _____, and State

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

WITNESSETH: That the said Contractor, for an in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Project FC-7590 for the construction of Indian Bend Low Flow Channel from McDonald Drive to 660' South, 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.

PROJECT NO. FC-7590

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:

WITNESS: If Contractor is
an Individual

(Contractor - Party of the First Part)

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

Capital Improvements Engineer

City Attorney

PROJECT NO. FC-7590

CONTRACT BOND

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

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal)
as Principal, and _____ a corporation organized
and existing under the law of the State of _____ with its principal
office in the City of _____, (hereinafter called
the Surety), as Surety, are held and firmly bound unto the City of _____
and the County of Maricopa. State of Arizona in the amount of _____

_____ Dollars (\$ _____), for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
City of _____, dated the _____ day of _____, 1974, for

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

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

PROJECT NO. FC-7590

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 (SEAL)

BY _____

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NO. FC-7590

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 Oblige), 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
Oblige dated the _____ day of _____, 1974, for _____

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

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

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

PROJECT NO. FC-7590

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 _____, 1974

PRINCIPAL

BY _____

SURETY

(SEAL)

BY _____

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NO. FC-7590

CITY OF SCOTTSDALE, ARIZONA

ENGINEERING DIVISION

Certificate of Insurance

Project No: FC-7590, Project Title: Construction of Indian Bend Low Flow Channel from McDonald Drive to 660' South

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):

PROJECT NO. FC-7590

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

Policy No.	Eff. Date	Exp. Date
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- (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

