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Phoenix, AZ 85009

Specifications
&
Contract Documents
For

PROJECT FC-7550

DIKE ALONG MILLER ROAD IN ELDORADO PARK



FALL, 1977



CAPITAL IMPROVEMENTS

A111.501



FC-7550
Dike Along Miller @ Eldorado Park

There will be a Pre-bid meeting at 1:30 P.M., October 25th in
the City Hall Conference Room.

Len Erie
Len Erie
Project Coordinator

LE:tb

FLOOD CONTROL DISTRICT
RECEIVED

OCT 17 '77

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REMARKS	

TABLE OF CONTENTS

	PAGE
NOTICE INVITING PROPOSALS OR BIDS	1
NOTICE OF AWARD	2
NOTICE TO PROCEED	3
INFORMATION FOR BIDDERS	4
GENERAL CONDITIONS	8
SPECIAL PROVISIONS, CONSTRUCTION DETAILS	16
PROPOSAL	P-1
BID BOND	BB-1
CONTRACT	C-1
CONTRACT BOND	CB-1
LABOR AND MATERIALS BOND	LMB-1
CERTIFICATE OF INSURANCE	CI-1
AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS	ASC-1



NOTICE INVITING PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Scottsdale, Maricopa County, State of Arizona, ordered: Construction of a "Dike Along Miller Rd. in Eldorado Park."

SEALED BIDS WILL BE RECEIVED until 10:00 AM, November 1, 1977, 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 dike, retaining walls, bleacher area, storm drains, ditches and road construction.

The City Council reserves the right, as the interest of the owner may require, to reject any and all bids, to waive any informality in bids received, and to accept, increase or reduce the quantities of any or all items of any bid, unless the bidder qualified such bid by 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 Director, Capital Improvements Engineering, 3939 Civic Center Plaza, Scottsdale, Arizona, for a sum of \$25.00 Dollars. This fee is nonrefundable. For those contractors interested in purchasing plans and specs by mail, there will be an additional advance charge of \$5.00 to cover postage and handling. Therefore, a check made payable to the City of Scottsdale in the amount of \$30.00 should accompany your request.

Each bidder shall state his Arizona State Contractor's License Number and Classification as evidence that he is qualified to contract the work as indicated in the Specifications and Plans for the work to be performed.

Pursuant to the Statutes of the State of Arizona, the wage rates paid all laborers, workmen and mechanics employed in the executing of the contract shall be in accordance with the rates of the latest "Arizona Prevailing Wage Scale" of the Industrial Commission of Arizona, applicable to the location at which the work is to be performed. Wage rates as determined above shall be considered as minimum rates only.

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

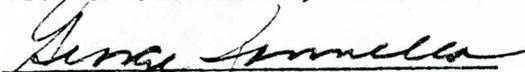
Bids shall be marked:

Bid of _____, contractor,
for Construction of a "Dike Along Miller Rd. in Eldorado Park."

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 Jannelta
Engineering Services Director

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 197 and Information for Bidders.

You are hereby notified that your BID has been accepted by the City Council for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 197 .

CITY OF SCOTTSDALE

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged

BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 197 .

NOTARY PUBLIC

My Commission Expires

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: _____

In accordance with the Agreement, dated _____, 197__,
you are hereby notified to COMMENCE WORK ON _____, 197__
and you are to COMPLETE THE WORK within _____ consecutive calendar days
thereafter.

The date of COMPLETION OF ALL WORK is therefore _____, 197__.
Official time extensions thereto shall be considered and authorized in strict
conformance with the applicable General Conditions of the Standard Specifications.

City of Scottsdale

BY: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged

BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____ 19__.

NOTARY PUBLIC

My Commission Expires

INFORMATION FOR BIDDERS

GENERAL

Plans, specifications, and proposal forms may be obtained from the office of the Manager of Capital Improvements Engineering, Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona, upon the payment of \$25.00 Dollars. There will be no refund for plans returned.

BONDS REQUIRED

- a) Each proposal shall be accompanied by a certified check, or bid bond, acceptable to the City, in an amount equal to at least ten (10%) percent of the total amount of the proposal, payable without condition to the City as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in manner and form required by the Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same.
- b) Bonds in the following amounts will be required at the time of executing the formal contract:
- (1) Performance Bond - One Hundred (100%) percent of the contract price.
 - (2) Payment Bond - One Hundred (100%) percent of the contract price.

EXECUTION OF CONTRACT

The Contractor shall execute the Contract with the City of Scottsdale within ten (10) days after receiving the Notice of Award for the Contract.

START AND COMPLETION OF WORK

Work shall start within five (5) days after issuance of NOTICE TO PROCEED and shall be completed within one hundred fifty calendar days after such issuance.
(150)

MEASUREMENT AND PAYMENT

- a) Measurement and payment for all Pay Items in the "Proposal" shall be as indicated in the applicable standard specification and/or in the "Special Provisions".
- b) Measurement of the various items in the "Proposal" shall be of each item of completed work with no allowances for waste.
- c) Payment for various items in the "Proposal" will be made at the unit price bid in the "Proposal" and shall be compensation in full for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as specified, with connections, testing and related work completed. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the "Proposal."
- d) Final payment shall be made within forty (40) days after submittal of a final invoice and a Contractor's Affidavit regarding settlement of claims. The above Affidavit shall be submitted on forms provided by the City.

STANDARD DETAILS AND SPECIFICATIONS

Unless otherwise noted, construction of this Project shall be in accordance with all applicable Maricopa Assn. of Governments' Uniform Standard Specifications for Public Works Construction, latest revision, which may be obtained at the Office of the Maricopa Assn. of Governments, 1820 W. Washington, Phoenix, AZ.; Standard Details shall be City Phoenix Standard Details, latest revision, which may be obtained at the Office of the Phoenix City Engineer, 251 W. Washington, Phoenix, Arizona.

SUBMITTING BIDS

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

INTERPRETATION OF QUOTED PRICES

In case of a difference in written words and figures in a Proposal, the amount stated in written words shall govern.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain five (5) sets of Plans and Specifications for this project from the Office of the Manager of Capital Improvements Engineering at no cost. Additional sets will be furnished at cost.

CONTRACTOR'S INSURANCE COVERAGE

- A. The contractor shall furnish satisfactory proof of coverage of insurance, and shall submit to the Engineer a Certificate of Insurance acceptable to the City. Neither the contractor nor any subcontractor shall commence work under this contract until the City has received and approved the insurance as shown on the Certificate of Insurance.
- a. Compensation Insurance: The Contractor shall secure and maintain during the life of the contract, Workmens Compensation Insurance for all of his employees at the site of the project, and in case of any of the work is sublet, the Contractor shall require each subcontractor similarly to provide Workmens Compensation Insurance for his employees unless such employees engaged are covered by the Contractor. In the event any class of employees engaged in the work under this contract at the site of the project is not protected by Workmens Compensation Statute, the Contractor shall provide and similarly shall cause each subcontractor to provide special insurance for the protection of such employees not otherwise protected.
- b. Public Liability and Property Damage Insurance: The Contractor shall take out, and maintain during the life of this Contract, such public liability and property damage insurance, both general and automobile liability, as shall protect him, any subcontractor performing work under this contract and the City of Scottsdale from all claims for bodily injury, including accidental death, as well as for all claims for property damage arising from operations under this contract - whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor agrees to include the City of Scottsdale as an additional insured in all of the insurance policies required under this contract.

The minimum limits required are:

Workmen's Compensation Insurance shall be secured and maintained in accordance with the Workmen's Compensation Law of Arizona.

Contractors Protective Liability Insurance shall be secured and maintained in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

Contractual Liability Insurance shall be secured and maintained insuring the contractual agreement in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

Automobile Bodily Injury and Property Damage Liability Insurance shall be secured and maintained in the amount of not less than \$500,000 each occurrence.

The general contractor subletting any part of the work awarded to him shall provide a contingent liability policy in the same amount as provided for his public liability insurance.

c. Policy shall Include Coverage For:

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

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

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

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

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

e. It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the City of Scottsdale. It is further agreed that these policies shall not expire until all work has been completed and the project has been accepted by the City of Scottsdale. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the City of Scottsdale not less than five days prior to expiration date.)

f. The Contractor hereby agrees to and shall indemnify, defend and save harmless the City of Scottsdale and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, of on account of any act or omission by the contractor or his agents, or from any

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

PERMITS

Permits shall be obtained from the City of Scottsdale at no cost to the Contractor.

GENERAL CONDITIONS

1. SCOPE

The work covered by these specifications consists of furnishing all labor, equipment, materials for construction of the dike, retaining walls, bleacher area, storm drains, ditches, roads and incidental work thereto.

in accordance with the "STANDARD SPECIFICATIONS & DETAILS," "THE GENERAL CONDITIONS" and the "SPECIAL PROVISIONS." The drawings which show the details of the work specified herein are designated as the "PLANS" entitled "Dike Along Miller Rd. in Eldorado Park" and consist of sheets T through 25.

In the event of any conflict between the "GENERAL CONDITIONS AND SPECIAL PROVISIONS" and the requirements of the "STANDARD SPECIFICATIONS AND DETAILS" or "PLANS," these "GENERAL CONDITIONS AND SPECIAL PROVISIONS" shall prevail.

2. STANDARD SPECIFICATIONS AND DETAILS

Construction of this project and all work done under this Contract shall be in accordance with these specifications and all applicable UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION sponsored and distributed by Maricopa Association of Governments (MAG) and STANDARD DETAILS called for on the plans including the latest approved revisions and City of Scottsdale supplements thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "STANDARD SPECIFICATIONS." In all cases where accepted Standards (AWWA, ANSI, AASHO, ADOT/AHD, ASTM, etc.) are referred to in the "STANDARD SPECIFICATIONS," the latest revisions as of bid advertisement shall prevail. Copies of the STANDARD SPECIFICATIONS and supplements may be obtained at the MAG Office at 1820 West Washington, Phoenix, Arizona, for a charge of ten dollars (\$10.00) and one dollar (\$1.00) respectively. The Scottsdale supplement may be obtained at the City of Scottsdale Private Development Eng. Dept. The GENERAL CONDITIONS and SPECIAL PROVISIONS of these specifications provide for the supplementation, modification and/or amendments to the STANDARD SPECIFICATIONS.

3. DEFINITIONS

Definitions shall be as stated in Section 101.2 of the "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," Maricopa Association of Governments, with the following additions:

Design Engineer: City of Scottsdale, Capital Improvements Engineering

Owner: City of Scottsdale

4. CONSTRUCTION PRACTICE

All construction practices and procedures shall conform to Section 107 of the Contract Works Hours and Safety Standards Act, (86 Stat. 96; 40 USC 327) the latest revisions shall prevail.

5. TRAFFIC CONTROL

- A) Complete street closures will not be permitted, except as allowed in Special Provisions
- B) Adequate barricades and lighted warning signs will be installed and maintained by the Contractor throughout the duration of the project. All traffic shall be channelized around all construction in accordance with the City of Phoenix Traffic Control Manual.
- C) The Manager of Capital Improvements Engineering shall stipulate the traffic restrictions and/or minimum requirements throughout the construction period.
- D) The Contractor shall submit a construction schedule and traffic supplement for "Street Barricading and Channelization" to the Manager of Capital Improvements Engineering for approval and/or modification before construction is initiated.

6. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify, defend and save harmless the City and its officers, agents, or representatives from all suits, actions, loss, damage, expense, costs, or claims of any character or any nature brought on account of any injuries or damages sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement or on account of any act or omission by the Contractor or his agents or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

7. INSPECTION

- A) Inspectors may be stationed on the work to report to the Manager of Capital Improvements Engineering as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.
- B) In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Manager of Capital Improvements Engineering. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

- C) Inspection or supervision by the Manager of Capital Improvements Engineering shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility to the Contractor's foreman and superintendent.

8. HINDRANCES AND DELAYS

No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of any portion of the work embraced in this contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time, allowed for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor will give the Engineer immediate notice in writing of the cause of such delay.

9. LIQUIDATED DAMAGES AND EXTENSION OF COMPLETION TIME

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

10. LOSSES AND DAMAGES

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the Manager of Capital Improvements Engineering. Estimate of partial payment on work so completed shall not release the Contractor from such responsibility, but he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

12. CLEANUP

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site of the work. Cleanup shall include the removal of all excess pointing mortar materials within pipes.

13. FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Manager of Capital Improvements Engineering. The Manager of Capital Improvements Engineering or his authorized representative shall make the final acceptance promptly after all work under the contract has been completed in accordance with the contract documents and after final inspection.

14. RIGHTS OF WAY

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

15. INTERPRETATION OF GENERAL CONDITIONS

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

16. DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations." This is not a pay item.

17. EXISTING UTILITIES TO BE RELOCATED

If any utility is relocated or rebuilt for the convenience of the contractor, the expense shall be born by the contractor.

18. DAMAGED DOMESTIC WATER LINES

Any water lines damaged during construction shall be replaced at the Contractor's expense as per the requirements of the M.A.G. Specifications.

19. DAMAGED SEWER LINES

Any sanitary sewer lines damaged during construction shall be replaced by a contractor properly licensed to install sanitary sewers. All work shall be done as per standard M.A.G. Specifications.

20. EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

The Contractor shall maintain existing traffic and street signs during construction. If signs conflict with proposed construction, relocation shall be coordinated with the City of Scottsdale Traffic Engineering, at no expense to the contractor.

21. DOMESTIC WATER FACILITIES

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

22. DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the contractor.

23. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

24. PAYROLL RECORDS

a) Payrolls and basic payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

b) The Contractor and each subcontractor shall furnish the City, within seven days after the regular payment date of the weekly payroll period, a statement with respect to wages paid to each of the contractor's employees. The copy shall be accompanied by a statement indicating that the payrolls are correct and complete. The definition of "employee" shall not apply to persons in classifications higher than that of laborers or mechanics and those who are the immediate supervisors of such employees.

25. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

26. CHANGES IN THE WORK

The Manager of Capital Improvements Engineering may at any time, as the need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within three (3) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

27. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved
- b) An agreed lump sum.

An agreed lump sum price will be determined by issuance of a bulletin requesting a cost estimate for additional or deleted work for the project. The contractor hereby agrees to execute and return the bulletin to the Owner 7 working days after the date of the bulletin. Non-compliance will result in the establishment of the "lump sum" cost solely by the Owner.

28. CONSTRUCTION STAKES

Survey stakes and marks required for the completion of the construction shown on the plans and described in these specifications will be furnished by the Owner at no expense to the contractor.

Construction stakes will be set one time only at no cost to the contractor. The Contractor shall be held responsible for the preservation of all stakes and marks, and if, in the opinion of the Engineer, any of the survey stakes or marks have been carelessly or willfully destroyed or disturbed, the cost to the Owner for replacing them shall be charged to the Contractor and shall be deducted from the payment for the work.

29. TESTING OF MATERIALS

All tests shall be made and results certified by an independent laboratory approved by the Manager of Capital Improvements Engineering. The Contractor shall pay for all tests required to certify the suitability of materials. The City of Scottsdale will arrange and pay for required construction tests on a one time basis. Additional tests or retests required as a result of initial test rejections or failures, will be paid for by the Contractor.

Rejected materials shall be immediately removed from the site and shall not be used in any form for any other part of the work.

30. METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS

Measurements and payment for all bid items in the "PROPOSAL FORM" shall be as described in the STANDARD SPECIFICATIONS, subject to the following:

- a) Payment for each item shall constitute payment in full for the furnishing of all excavation, back filling, materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete finished, and serviceable project, as shown by the Plans and described in these Specifications. Each item shall be complete with all necessary connections, testing, and related work accomplished to provide for the satisfactory use and/or operation of the item.
- b) No additional payments will be made for incidental work related to any items unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.
- c) Measurement of the completed work will be made in place, with no allowance for waste, and as may be more particularly described in the description of the various items of work.

31. APPROVED EQUALS AND ADDITIONAL ENGINEERING COSTS

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved equal(s)." Such references shall be regarded as establishing a standard of equality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved equal will be permitted, subject to the following procedure:

- 1) No consideration will be given a request for substitution prior to award of contract.
- 2) After award and to permit consideration and approval without delaying the work, the Contractor shall submit a written request for substitution to the Manager of Capital Improvements Engineering. The request shall include all information necessary for proof of equality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the

substitution. The Contractor shall submit additional information and/or samples when required.

- 3) The Manager of Capital Improvements Engineering, or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons.
- 4) The Manager of Capital Improvements Engineering will then make the final decision and notify the Contractor in writing as to the acceptability of the proposed substitution.
- 5) In the event the Contractor, his suppliers or subcontractors provide equipment or materials different than that called for in the plans or specifications which result in additional engineering design, calculations or plan modifications, the cost of such work shall be paid for by the Contractor.

SPECIAL PROVISIONS

1.0 BID ITEMS AND SPECIFIC DESCRIPTION

The project has been divided into separate bid items. The decimal part of the Special Provisions subsection numbers listed below refers to a corresponding bid item number in the proposal. 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, however, for visiting the site and accounting for existing site conditions in the prices bid.

- 1.1 Clearing and Grubbing - M.A.G. Sec. 201 "Clearing and Grubbing" shall apply. Quantities are approximate and payment will be made based on those quantities as determined in the field by the Engineer; M.A.G. Sec. 109.4, 1975 Supplement, "Compensation for Alteration of work" SHALL NOT APPLY.

The quantities included in this item are the fill areas (1) South of Murray Lane, (2) Sta. 0 to 0+66, (3) Sta. 2+00 to 2+50, (4) Sta. 17+70 to 18+40, (5) park road side slopes (2 places). Removal of 3 tree stumps and roots in areas (4) and (5) are included.

- 1.2 Excavation - M.A.G. Sec. 215, "Earthwork for Open Channels" shall apply; Sec. 215.2 "Stripping" SHALL NOT APPLY. Excavation suitable for fill construction (M.A.G. Sec. 211) may be placed in the dike fill. This item includes removal of excess material from existing dikes, cut for drainage ditch north from hump in park road at Sta. 26+03, improved channel for ditch to lake and forming edge ditch where required.

Trenching required to construct wall footings, cut off walls, the multiple pipe outlet headwall at Sta. 19+41 and storm drain pipes in the park are not included in the quantity for excavation.

- 1.3 Fill construction - (85% Compaction) M.A.G. Sec. 211 "Fill Constuction" shall apply.

Cohesionless material shall not be placed in dike fills unless authorized by the engineer. This item includes fill for Murray Lane, park roads, raised Oak Street S.D. outlet, eroded areas and all dikes to include forming edge ditch where required.

- 1.4 Fill Construction - (95% compaction) - All fill under bleacher walkways, risers, ramps, steps and sidewalk shall be placed at 95% compaction. Cohesionless material shall not be placed in the bleacher fills unless authorized by the engineer. Borrow excavation for additional fill shall be included in the unit prices bid for fill construction.

- 1.5 thru 1.13 Storm Drains - All pipe shall be installed in a trench condition. "Class C shaped subgrade" bedding shall be used under dikes (no granular backfill). All backfill under pavement shall be as shown in special detail on Sheet 3 of the plans. All other pipe is to have Class B granular foundation bedding. Acceptable pipe materials are covered in Special Provisions Section 6. Removal, relocation and/or replacement of sprinklers, pavement, sidewalk, curb and gutter are separate bid items. Any other removal, relocation and/or replacement not specifically covered as a separate pay item shall be included in the unit price bid.

- 1.14 36" Concrete Slotted Drain - Slot opening width shall be as shown on the plans or equivalent (6' of opening per 8' length of pipe). Removable grate slot at end of pipe run, vertical curb and sidewalk removal and replacement, and any item incidental to the installation of the slotted drain except pavement warp on Miller Rd. shall be included in the per lineal foot price bid. Pipe installation shall be structurally adequate for an H-20 wheel loading. Work includes painting of metal grate with one undercoat of red lead and one finish coat of aluminum. A hot dip galvanized finish is also acceptable in lieu of painting.
- 1.15 Manhole, Std. Dtl. 371 or 263 and 260 - Std. Dtl. 371 may be substituted for Std. Dtl. 263. Cover shall read "Scottsdale Storm Drain" and have slot openings. All covers shall be 30" diameter.
- 1.16 thru 1.18 Concrete Pipe Collars - Std. Dtl. 214. Pre-cast pipe fittings may be substituted for collars.
- 1.19 Plug, Std. Dtl. 395 - Plug shall not obstruct the openings of the removable grate at the end of the 36" slotted drain.
- 1.20 18" Irrigation Valves, Std. Dtl. 291 or equal. - This work is for in-place operation of valves at inlet grades shown on plans. Valves shall be attached to 18" pipe connections to the Oak St. Storm Drain, Sta. 7+32 and Palm Lane Storm Drain, Sta. 19+44.
- 1.21 Catch Basin, Maricopa Co. Std. Dtl. C-125, Dbl. Modification of the Catch Basin Std. Dtl. as necessary to accommodate 54" S.D. pipe shall be approved by the engineer.
- 1.22 Catch Basin - ADOT C-15.05 Single, 17' Wing with TW 1.2 Grate - Construct as per Arizona Department of Transportation Standard Drawings; catch basin construction drain (C-15.08) may be deleted.
- 1.23 Catch Basin, ADOT C-15.03, Single, 10' Wing - Construct as per Arizona Department of Transportation Standard Drawings; catch basin construction drain (C-15.08) may be deleted.
- 1.24 Catch Basin, ADOT C-15.01, Dbl. TW 1.2 Grate - Construct as per Arizona Department of Transportation Standard Drawings; catch basin construction drain (C-15.08) may be deleted.
- 1.25 54" S.D. Outlet Structure - Bid shall be for structure complete in place, including top grate and all incidentals thereto as indicated on the plans. The flap gate is a separate bid item.
- 1.26 54" Flap Gate, ARMCO Model 20C or equal - Bid shall be complete in place mounted on headwall of 54" outlet structure with all necessary hardware. Pivots shall have permanently lubricated bushings.
- 1.27 Multiple S.D. Pipe Outlet Headwall Structure, ADOT Std. Dtl. C-14.02 MOD. Bid shall be for structure complete in place including expanded metal cover, bar grate, wing walls, apron and incidentals not specifically covered in the proposal. Flap gates and grouted cobbles are separate bid items.

1. 28 42" Flap Gates, ARMCO Model 10C or equal - Bid shall be complete in place mounted on multiple S.D. outlet headwall with all necessary hardware. Pivots shall have permanently lubricated bushings.
1. 29 36" Flap gate, ARMCO Model 10C or Equal - Bid shall be complete in place mounted on multiple S.D. outlet headwall with all necessary hardware. Pivots shall have permanently lubricated bushings.
1. 30 24" Flap Gate, ARMCO Model 10C or Equal - Bid shall be complete in place mounted on multiple S.D. Outlet headwall with all necessary hardware. Pivots shall have permanently lubricated bushings.
1. 31 12" Flap Gate, ARMCO Model 10C - Bid shall be complete in place mounted on the outlet headwall for the 12" pipe.
1. 32 Park Road Reconstruction and Pavement Replacement - This item is for 2" A.C. over 6" A.B.C. (as specified on the plans) including grading under pavement complete in place. The park roads in this bid item are at Sta. 20+11 and Sta. 26+03. The pavement replacement is the final course, after settling, over S.D. pipe cuts across the parking lot driveways on Murray Lane and at the ballfield parking lots. Pavement removal is a separate bid item.
1. 33 Murray Lane Reconstruction, Warp Section on Miller Rd. & Pavement Replacement - This item is for 2½" A.C. over 8" ABC (as specified on the plans), including grading under pavement complete in place. Resurfacing of Murray Lane and the warp section on Miller Rd. along the 36" slotted drain are part of this bid item. Pavement replacement is the final course, after settling, over S.D. pipes that cross Miller Rd. at Murray Lane, Palm Lane, Hubbel St. and Holly St. 1975 Supplement to M.A.G. Sec. 336.4(A), measurement for payment of pavement replacement will apply. Pavement removal is a separate bid item. Fill for roadway is a separate bid item.
1. 34 Sidewalk, Std. Dtl. 180 - Locations of new sidewalks in this bid item are shown on the plans at Storm Drain cuts along Murray Lane, at all curb catch basins, ramps over the dike, adjacent to walls along the ballfields, and joining the park road at Sta. 20+11. Sidewalk removal is a separate bid item.
- 1.35 Concrete Topping over Wall I.D. #1 Footing - Concrete poured level with patio from Station 3+58N to Station 0+16N will be equal to sidewalk concrete, Std. Dtl. 180. Thickness is 12" salt finish concrete to match adjacent patio surface.
- 1.36 Vertical Curb and Gutter, Std. Dtl. 146 - Locations of new vertical curb and gutter in this bid item are shown on the plans along Murray Lane, at storm drain cuts and catch basins. Curb and gutter removal is a separate bid item.
- 1.37 Safety Curb for Planter - Curb is to match existing planter curb where 54" S.D. cuts across parking lot. Curb removal is a separate bid item.

- 1.38 Curb Transition, Std. Dtl. 152 - Curb transitions are to be bid at 8 L.F. each to include a 3 L.F. gutter warp to the elevation of the depressed catch basin openings at the intersections of Miller Rd. and Murray Lane, Palm Lane, Hubbell St. and Holly St. Curb removal is a separate bid item.
- 1.39 Valley Gutter, Std. Dtl. 165 - Pavement removal for the installation of this valley gutter at Miller Rd. and Holly St. is a separate bid item.
- 1.40 Curb Opening and Graded Swale - Details are shown on plans for steel plate installation, planter swale and pavement edge. Curb, gutter and S/W removal is a separate bid item. Sprinkler modification required are covered in bid item 47.
- 1.41 1' Single Curb, at Pool, Std. Dtl. 142, Modified - Modifications to the Std. Dtl. are shown on plan sheet 7.
- 1.42 Grouted Cobbles - Locations of grouted cobble installation are shown on the plans on the dike slopes north and south of Murray Lane and as erosion protection in the ditch south of the ballfields. M.A.G. Sec. 220 "Riprap Construction" and Sec. 703 "Riprap" shall apply. Riprap may be placed by equipment or by hand, and shall be river run material. The upper third of the grouted cobbles shall be exposed so as to show the rock; this may require sandblasting to clean excess concrete off the exposed rock. Stone shall be 4" min. equivalent diameter or larger. The 9" wide concrete mowing strip edge for grouted cobble areas south of Murray Lane, and the 2' edges that turn down into the ditch bank or bottom, shall be included as part of the square foot grouted cobble pay quantity.
- 1.43 Ditch Drop Structure, Std. Dtl. 205, Modified - Construction details of headwall, wing walls and bottom apron are shown on sheet 18.
- 1.44 Dumped Cobble Drains - Locations of dumped cobble drains are on the Oak Street S.D. outlet and the rock filled drain in the ditch along the south ballfield. Cobbles may be placed by equipment or by hand, and shall be river run material. Stones shall be 4" min. to 12" max. equivalent diameter.
- 1.45 Park Irrigation, Power and Waterline Lowering - There are water and power lines in the prism of the ditch to be graded east from the "multiple pipe outlet," Station 19+41, included in the lump sum bid. Relocation of sprinkler lines to restore the system to an operating condition included in bid item 47.
- 1.46 Foot Bridge - The City will supply the "span deck" bridge floor on site in place after abutments have cured. This bid item is for abutments, earth ramps and concrete topping. Handrails are a separate bid.
- 1.47 Sprinkler System Adjustments - This work includes restore sprinkler system to operating condition over 54" S.D. and irrigation line siphon; relocation of sprinkler heads in conflict with wall I.D. #1 between Sta. 3+58N and Sta. 0+16N; relocation of 3 control boxes south of Murray Lane; cap off sprinkler lines and remove heads under grouted

cobble area south of Murray Lane; cap off sprinkler lines and remove heads under dike between Sta. 0+00 and pool; relocate heads in conflict with curb around pool; restore sprinkler system disturbed by ditch construction at the curb opening east of Holly St., South of the ballfields and north of Sta. 26+03. All sprinkler adjustments necessary for construction of this project are included in this bid item except any adjustments needed in Coronado Golf Course for work on bid item 76.

- 1.48 thru 1.56 Walls, I.D. #1 through I.D. #9 - Details for wall sections are on sheets 6, 14 and 16. All M.A.G. Specifications for reinforced concrete and block construction shall be applicable. Concrete masonry Unit (CMU) walls shall be slump block colored desert beige to match the color of the building at the campground located at the south end of Eldorado Park. A slump block sample shall be furnished to the engineer for approval prior to construction of walls. Class A concrete of 3000 psi strength shall be used in all reinforced concrete walls. Wall concrete shall have a beige color similar to the concrete work done in Hohokam Plaza (Thomas Rd. and 77th St.). Mix proportions of approximately 4# Davis colar no. 61205/94# bag of cement will achieve acceptable color. Any vertical surface of the concrete walks that will be visible after adjacent fill is placed, shall be an exposed aggregate finish. Samples of the colored concrete and the exposed aggregate finish shall be furnished to the engineer for approval prior to construction of the walls.

The S.F. area for pay quantity is from top of wall to top of footing. The S.F. area of bench risers, Wall I.S. #9, is from top of wall to adjacent walkway (16"). Sleeves through wall footings or stems shall be provided where electric lines to ballfield lights or sprinkler water mains conflict with the wall location. 5" iron pipe replacement for irrigation water line under bleacher wall 1D#4 and 1D#8 footings is a separate bid, item 77.

- 1.57 through 1.59 Handrails - Single (31"), Double (24") & 4 - rail (42") Handrails shall be complete, in place as shown on the plans. Steel pipe shall be used with a rust preventive prime coat and two Franciscan Brown finish coats. Foot bridge 42" handrails are included in this bid item.
- 1.60 Bleacher Walkways and Ramps - Applicable M.A.G. Specs for sidewalks shall apply. Expansion and contraction joints shall be included as in Std. Dtl. 180. S.F. area of walkways is area clear of bench risers.
- 1.61 4"X4" Player Access Ramp Curb - Class B concrete curb shall be placed along one edge of player access ramps; curb can be monolithic with ramp.
- 1.62 Concrete Bleacher Steps (3 risers each, 2 places) - Class A concrete, 3000 psi strength, shall be used to construct steps as shown in details on sheet 14.
- 1.63 Concrete Entrance Steps (16 Risers & Landing) - Class A concrete 3000 psi strength, shall be used to construct steps as shown in details on sheet 14.

- 1.64 Tower Removal - Notify Parks Superintendent 24 hours in advance that equipment will be needed to remove tower from bleacher area. Work required in this contract only includes torch cuts of all tower legs and fence posts at El 1210.5; remove and dispose of chain link fencing; detach any electrical wires or pipes.
- 1.65 Light Base Modification - This includes adjusting the existing light poles to the grade of the new road relocations. The lights are to be in operating condition for unit price bid. Lights are along Murray Lane and Park Road.
- 1.66 Sidewalk Removals - Bid item is for all places where sidewalk is to be removed for construction of all storm drain pipe installations, all curb catch basins, bleacher wall footings and sidewalk grading at restroom. Concrete and grouted cobble protection of the lake bank to be removed for the 54" S.D. outlet is included in sidewalk removal quantities. Existing S/W under bleachers that does not interfere with wall footing construction is not included in this pay quantity.
- 1.67 Curb and Gutter Removals - Bid item is for all places where vertical, safety or roll curb and gutter is to be removed for construction of all storm drain pipe installation, all curb catch basins, where new pavement base on Murray Lane has less than 18" clearance from existing curbs. This item does not include curb and gutter along the 36" slotted drain.
- 1.68 Pavement Removals - Bid item is for all places where pavement is to be removed for construction of valley gutter, warp section at Murray Lane, park road at Sta. 26+03, where clearance is less than 18" from existing pavement to new pavement base on park road at Sta. 20+11 and at Murray Lane. Pavement cuts for S.D. pipe trenching is accounted for in the pipe unit cost and is not included in the quantities for this item.
- 1.69 Pavement Scarification - Existing pavement on Murray Lane and park road at Sta. 20+11 is to be pulverized in place where more than 18" clearance exists between new pavement base and old road surface (all pulverized a/c pavement shall be able to pass through a 3" sieve). Pavement cut for 54" S.D. trench on Murray Lane is accounted for in the pipe unit cost, and is not included in the square yard quantities for this bid item.
- 1.70 Telco Pole W/Cable Fence - The fence posts are to be sound and creosote treated power pole cuts to the length specified on the plans and all construction is to conform to M.A.G. Standard Specifications.
- The cable is to be ½" steel strand cable. Methods for splicing and termination are to be submitted to the Manager of Capital Improvements or his representative for approval, before use. Used cable in "new condition" is acceptable. The engineer will decide if the cable conforms to new condition requirements, i.e. no broken strands, no corrosion, no kinks, etc.
- 1.71 Remove and Reinstall 2 Strand Wire Fence - Fence along north side of Murray Lane shall be removed to construct side slopes and reinstalled on same bank as shown on plan sheet 5.

- 1.72 Riprap in Gabion Baskets - Stones used shall conform to provisions of M.A.G. Spec. 703 except weight shall be 50 percent not less than 60 pounds. Gabion wire baskets can be prefabricated to size specified on plans or manufactured on the site.
- 1.73 Traffic Control - Contractor shall use procedures to control traffic as outlined in the City of Phoenix Traffic Control Manual and as submitted and approved by the engineer or his representative. One lane in each direction shall be maintained during the construction of storm drains and pavement replacement on Miller Rd. Murray Lane may be closed for a maximum of 2 consecutive months.
- 1.74 Tree Dry Well - Tree well south of Murray Lane shall be constructed of concrete block or bricks. A 1' wide by 6" thick Class B concrete footing is required. No reinforcement or grout is needed in wall.
- 1.75 Cut-off Wall Along Dike Centerline - Trench along centerline of dike 1' wide and 4' deep to obtain smooth vertical sides. Sleeves are included as part of the unit price bid. Sleeve spacing starts at the following stations and is measured to the south at 20' intervals, Stations 0+30, 2+15, 6+94, 9+44, 15+80, 21+90, 25+85, and 26+15. No forms or reinforcement required. Wall is Class B concrete. Top of wall elevation is same as top of dike elevation shown on plans. Restore fill on slopes to match top of wall elevation after concrete has set.
- 1.76 Wall Flap Gates & Graded Swale at Coronado Golf Course - Construct as shown on Plan Sheet 25. Work shall include adjustment of sprinklers as necessary. Construction easements for this work have not been obtained from the owner of Coronado Golf Course. The contractor shall be notified that the required easements have been obtained prior to 60 days before the contract expiration date or this bid item may be deleted at no cost to the owner. No work on this bid item shall commence until construction easements are granted.
- 1.77 15" Irrigation Line Siphon, Cleanout and Manhole - Construct as shown on Plan Sheet 4.
- 1.78 5" I.P. Waterline Replacement - A 5" cast iron pipe section shall be installed in the existing 5" transite irrigation waterline located under bleacher walls ID#4 and ID#8 at the south end of the entrance steps. Install a sufficient length of iron pipe to extend 10' east and 10' west of wall footing limits.
- 1.79 Stadium Seats (Bid Alternate) - 12"+ wide aluminum benches with mounting supports similar to the detail shown on Sheet 14.

2.0 UTILITIES

- 2.1 The contractor shall expose or otherwise make positive verification of the location of all utilities crossing the alignment of or lying within the excavation. If any utility service is interrupted as a result of accidental breakage, the contractor shall promptly notify the proper authority and in addition, the Manager of Capital

Improvements Engineering or his authorized representative; and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority. Sanitary sewer service must be maintained at all times; alternate methods of maintaining continuous service shall be approved by the Manager of Capital Improvements Engineering prior to the start of construction. Relocation of domestic water lines shall be coordinated with the City of Phoenix, Department of Water and Sewers prior to the start of construction.

If the existing utility falls within 6" of the prism area of a concrete pipe, and a charge is necessary for said relocation or adjustment, the charge shall be approved by the Manager of Capital Improvements Engineering prior to accomplishing the work and billed directly to the City of Scottsdale. If the existing utility does not fall within 6" of the prism area of the pipe, and is adjusted or relocated for the convenience of the contractor, all costs of same shall be the sole responsibility of the contractor. This shall also apply to within 6" of the prism of the excavation.

- 2.2 The prism area of the pipe shall be defined as the maximum outside perimeter of the pipe.
- 2.3 The contractor shall be responsible for providing for continuous flow of storm waters; wastewater and, S.R.P. irrigation deliveries. The contractor will obtain a permit from Salt River Valley Water Users Assoc. for all work in connection with their facilities as shown on the plans.

3.0 CONSTRUCTION SCHEDULE

- 3.1 A construction schedule showing in detail the sequence of construction shall be submitted to the Engineer for approval prior to the start of construction. The schedule shall delineate "critical" activities.
- 3.2 Work between dike Sta. 9+64 and dike Sta. 18+80 shall not be started before Nov. 24, 1977 and shall be completed prior to Feb. 1, 1978. The Contractor may not close Murray Lane to traffic for more than a continuous two month period. Access from the east shall be maintained to the parking lot on the east end of the project. Notice in writing shall be submitted to the engineer giving the date of closure at least two weeks prior to the start of the two months period. The provisions of M.A.G. Sec. 108.9, Liquidated Damages, shall be initiated and shall apply to the total contract amount if the work described is not completed in the time allowed. Storm drain work between Sta. 9+64 and Sta. 18+80 is not included in this restriction.
- 3.3 A separate contract for installation of a sprinkler system and landscaping for the dike area and existing planters around the baseball field parking lot will be let in November, 1977. Work under this separate contract is scheduled to begin as soon as possible after the dike grading cut-off wall installation and construction of structures or storm drains in the dike area are completed.

4.0 COMPLETED PORTIONS OF THE PROJECT

4.1 The Engineer may consider acceptance of completed portions of the work prior to final acceptance of the entire project.

5.0 EL DORADO PARK (This is not a pay item)

5.1 All open trenches and dangerous situations shall be barricaded to the satisfaction of the engineer.

5.2 Access ways through the park shall remain open during construction.

5.3 Damage by the contractor to the Park shall be repaired to the satisfaction of the Engineer at no cost to the City.

5.4 The engineer will arrange for removal by others of existing trees that are in the way of construction. Trees in construction fringe areas are marked on the plans as requiring special care to avoid damage.

6.0 PIPE MATERIALS

6.1 The Contractor shall have the option of installing either round or elliptical reinforced concrete pipe, non-reinforced concrete pipe, cast-in-place concrete pipe, precast box culvert, cast-in-place box culvert, or smooth metal lined corrugated metal pipe as specified, where storm drains are called for on the plans subject to the provisions of STANDARD SPECIFICATIONS 736, 735, 620, 618 and 615 including supplements thereto (City of Scottsdale and M.A.G.), and/or amendments hereinafter outlined in these SPECIAL PROVISIONS. All pipe in order to be considered for installation, shall have a minimum service life of 70 years as documented by the Contractor.

6.2 CONDUIT DESIGN CRITERIA

Conduit used in this project shall be designed in accordance with accepted structural design methods and procedures. All conduit shall be designed to be equivalent to the minimum equivalent round pipe D-load, using an H-20 highway live loading. Conduit shall meet the prescribed full-flow (not surcharged) capacities, using Manning's $n=0.012$. If non-reinforced concrete pipe is used, it shall be designed and tested to meet an ultimate loading 50% greater than the "0.01 D-load". It shall be manufactured to the requirements of ASTM C-14 (except Table I), and except that reinforcing shall be required in the bell and spigot ends of the pipe. Cast-in-place pipe shall be designed in accordance with Section 6.5 of these SPECIAL PROVISIONS. Precast concrete box culverts shall be designed in accordance with ASTM C789-74. Elliptical conduit shall meet ASTM C-507-74. CMP shall meet Section 6.6 of the SPECIAL PROVISIONS.

6.3 Jointing: All precast conduit shall be self-centering with joints mortar grouted on the inside of the conduit. Outside grouting will not be required. CMP jointing shall be in accordance with Section 6.6.4 of the SPECIAL PROVISIONS.

6.4 Shop Drawings: The various conduit materials may require minor changes in manhole or transition structure details other than indicated on the drawings. It shall be the responsibility of the Contractor at no cost to the City, to prepare shop drawings of details of construction, should the conduit material proposed by the Contractor require modification of details shown on the plans. The shop drawings

shall be submitted to the design engineer for approval within two weeks after the bid opening.

6.5 CAST-IN-PLACE CONCRETE PIPE

6.5.1 This product is to conform to Standard Specifications Section 620 except as amended by this provision. Section 620.2.4 Class AA concrete should be stated, not Class A, and slump should read not less than 1½ inches nor more than 3 inches.

Section 620.3.2 amend paragraph B-2 the last sentence should read 1/12 of the O.D. plus 1 inch.

6.5.2 Design Justification: The Contractor or his subcontractor shall provide detailed design calculations supporting the minimum design criteria called for in Section 6.2 of these Special Provisions. The design shall follow the requirements of A.C.I. 346-70, except Section 9.6, which shall be deleted.

6.6 CORRUGATED METAL PIPE

6.6.1 General: Corrugated pipe shall comply to MAG Standard Specification 621 and the supplemental provisions of these Special Provisions.

6.6.2 Materials: Smooth corrugated pipe shall be Class 5 with shell wall thickness of 0.109 inch and liner thickness of 0.064 inch.

6.6.3 Coatings: Smooth metal lined corrugated pipe shall be provided with a bitumastic coating on the inside and outside in accordance with the requirements of AASHO m-190. Minimum coating thickness shall be 0.05 inches. At the end of pipe joints, voids between the outer shell and inner liner shall be plugged solid with coating material a minimum of six inches from the pipe end. Coating integrity may be tested by the owners.

6.6.4 Jointing: Pipe shall be laid with the separate sections joined together in such a manner that the joint space shall not exceed one-half inch. Once couplings are installed, the inside joint shall be filled in with the material used for coating the pipe.

PROPOSAL

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

PROPOSAL to the Director of Capital Improvements Engineering of the City of Scottsdale. In compliance with the Advertisement for Bids, by the Manager of Capital Improvements Engineering, the undersigned Bidder:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth hereinafter.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Special Provisions.

Understands that his proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or surety bond for an amount not less than (10%) Ten Percent of the amount bid.

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

Work shall be completed within 150 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment.

The bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda.

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
1	.6 Ac.	Clearing & Grubbing		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Ac.	\$ _____	\$ _____
2	4337 C.Y.	Excavation		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per C.Y.	\$ _____	\$ _____
3	5800 C.Y.	Fill Construction (85% Compaction)		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per C.Y.	\$ _____	\$ _____
4	600 C.Y.	Fill Construction (95% Compaction)		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per C.Y.	\$ _____	\$ _____
5	614 L.F.	54" RGRC, Class II or Equivalent Pipe		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
6	592 L.F.	42" RGRCP, Class II or equivalent pipe Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
7	120	36" RGRCP, Class III or equivalent pipe at Murray Lane Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
8	352 L.F.	36" RGRCP, Class II or equivalent pipe Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
9	149 L.F.	30" RGRCP, Class II Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
10	39 L.F.	24" RGRCP, Class II Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
11	68 L.F.	18" RGRCP, Class II Sum of _____ Dollars _____ Cents Per L.F.	\$ _____ \$ _____	
12	8 L.F.	14" RCP, Salvage Pipe, Installation Only Sum of _____ Dollars _____ Cents Per L.F.	\$ _____ \$ _____	
13	6 L.F.	24" RCP, Salvage Pipe, Installation Only Sum of _____ Dollars _____ Cents Per L.F.	\$ _____ \$ _____	
14	104 L.F.	36" Class III Slotted Drain Sum of _____ Dollars _____ Cents Per L.F.	\$ _____ \$ _____	
15	3 Each	Manhole Std. Dtl. 371 or 263 & 260 Sum of _____ Dollars _____ Cents Per Each	\$ _____ \$ _____	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
16	2 each	54" Concrete Collars, Std. Dt1. 214 or pre-cast fittings Sum of	-	
		_____ Dollars		
		_____ Cents		
		Per each	\$ _____	\$ _____
17	16 each	42" or 36" concrete collars, Std. Dt1. 214 or precast fittings Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
18	6 each	30" or less concrete collars, Std. Dt1. 214 or precast fittings Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
19	Lump Sum	Plug, Std. Dt1. 395 or equal for end of 36" Slotted Drain Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
20	2 each	18" Irrigation valves, Std. Dt1. 291, installed on 18" drain pipes Sum of		
		_____ Dollars		
		_____ Cents		
		Per each	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
21	Lump Sum	Catch Basin, Maricopa Co. C-125, Db1., for 54" pipe connection Sum of	Dollars	
			Cents	
		Per Lump Sum	\$ _____	\$ _____
22	2 each	Catch Basin, ADOT, C-15.05 W/17' wing & TW 1.2 Grate Sum of	Dollars	
			Cents	
		Per Each	\$ _____	\$ _____
23	Lump Sum	Catch Basin, ADOT C-15.03 W/10' & 17' Wings Sum of	Dollars	
			Cents	
		Per Lump Sum	\$ _____	\$ _____
24	4 each	Catch Basin, ADOT C-15.01, Db1., TW 1.2 Grate Sum of	Dollars	
			Cents	
		Per Each	\$ _____	\$ _____
25	Lump Sum	54" S.D. Outlet Structure Sum of	Dollars	
			Cents	
		Per Lump Sum	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
26	Lump Sum	54" Flap gate, installed		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
27	Lump Sum	Multiple S.D. Pipe Outlet Headwall Structure, ADOT Std. Dtl. C-14.02, Mod.		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
28	2 each	42" flap gates, installed		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Each	\$ _____	\$ _____
29	Lump Sum	36" flap gate, installed		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
30	Lump Sum	24" Flap gate, installed		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
31	Lump Sum	12" flap gate, installed		
		Sum of	-	
			Dollars	
			Cents	
		Per Lump Sum	\$ _____	\$ _____
32	844 S.Y.	Park Rd. Reconstruction and Pavement Replacement		
		Sum of		
			Dollars	
			Cents	
		Per S.Y.	\$ _____	\$ _____
33	2040 S.Y.	Murray Lane Reconstruction, Warp Section on Miller Rd. & Pavement Replacement		
		Sum of		
			Dollars	
			Cents	
		Per S.Y.	\$ _____	\$ _____
34	7700 S.F.	Sidewalk, Std. Dtl. 180		
		Sum of		
			Dollars	
			Cents	
		Per S.F.	\$ _____	\$ _____
35	390 S.F.	Concrete Topping Over Wall I.D. #1 Footing		
		Sum of		
			Dollars	
			Cents	
		Per S.F.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
36	437 L.F.	Vertical Curb & Gutter, Std. Dtl. 146		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
37	10 L.F.	Safety Curb for Planter		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
38	13 each	Curb Transition, Std. Dtl. 152 (8 L.F.)		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per each	\$ _____	\$ _____
39	80 L.F.	Valley Gutter, Std. Dtl. 165		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
40	Lump Sum	Curb Opening and Graded Swale		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
41	455 L.F.	1" Single Curb at Pool, Std. Dtl. 142, Mod. Sum of	_____ Dollars _____ Cents Per L.F. \$ _____ \$ _____	
42	515 S.Y.	Grouted Cobbles Sum of	_____ Dollars _____ Cents Per S.Y. \$ _____ \$ _____	
43	Lump Sum	Ditch Drop Structure, Std. Dtl. 205, Mod. Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____ \$ _____	
44	100 C.Y.	Dumped Cobbles Drains Sum of	_____ Dollars _____ Cents Per C.Y. \$ _____ \$ _____	
45	Lump Sum	Park Irrigation, Power and Waterline Lowering Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____ \$ _____	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
46	Lump Sum	Foot Bridge Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____ \$ _____	
47	Lump Sum	Sprinkler System Adjustments Sum of	_____ Dollars _____ Cents Per Lump Sum \$ _____ \$ _____	
48	1915 S.F.	Wall I.D. #1 Sum of	_____ Dollars _____ Cents Per S. F. \$ _____ \$ _____	
49	471 S. F.	Wall I.D. #2 Sum of	_____ Dollars _____ Cents Per S. F. \$ _____ \$ _____	
50	1590 S.F.	Wall I.D. #3 Sum of	_____ Dollars _____ Cents Per S.F. \$ _____ \$ _____	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
51	1277 S.F.	Wall I.D. #4		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.F.	\$ _____	\$ _____
52	505 S.F.	Wall I.D. #5		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.F.	\$ _____	\$ _____
53	211 S.F.	Wall I.D. #6		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.F.	\$ _____	\$ _____
54	163 S.F.	Wall I.D. #7		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.F.	\$ _____	\$ _____
55	2148 S.F.	Wall I.D. #8		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.F.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
56	543 S.F.	Wall I.D. #9 Sum of _____ Dollars _____ Cents Per S.F.	\$ _____	\$ _____
57	32 L.F.	Handrail - Single (31") for steps Sum of _____ Dollars _____ Cents Per L.F.	\$ _____	\$ _____
58	51 L.F.	Handrail - Double (24") Sum of _____ Dollars _____ Cents Per L.F.	\$ _____	\$ _____
59	440 L.F.	Handrail - 4 rails (42") Sum of _____ Dollars _____ Cents Per L.F.	\$ _____	\$ _____
60	3222 S.F.	Bleacher Walkways & Ramps Sum of _____ Dollars _____ Cents Per S.F.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
61	60 L.F.	4"X4" Player Access Ramp Curb Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.F. \$ _____ \$ _____</p>	
62	Lump Sum	Concrete Bleacher Steps (3 risers ea., 2 places) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.S. \$ _____ \$ _____</p>	
63	Lump Sum	Concrete Entrance Steps (16 risers and landing) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.S. \$ _____ \$ _____</p>	
64	Lump Sum	Tower Removal Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	
65	3 Each	Light Base Modification Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Each \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
66	4840 S.F.	Sidewalk Removals		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.F.	\$ _____	\$ _____
67	447 L.F.	Curb & Gutter Removals		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
68	990 S.Y.	Pavement Removal		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.Y.	\$ _____	\$ _____
69	930 S.Y.	Pavement Scarification		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per S.Y.	\$ _____	\$ _____
70	314 L.F.	Telco Pole W/Cable Fence		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
71	420 L.F.	Remove & Reinstall 2 Strand Wire Fence Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.F. \$ _____ \$ _____</p>	
72	48 S.Y.	Riprap in Gabion Baskets Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per S.Y. \$ _____ \$ _____</p>	
73	Lump Sum	Traffic Control Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.S. \$ _____ \$ _____</p>	
74	Lump Sum	Tree Dry Well Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.S. \$ _____ \$ _____</p>	
75	1340 L.F.	Cut-off wall along Dike centerline Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.F. \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
76	Lump Sum	Wall Flap Gates & Swale		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____

77	Lump Sum	15" Irrigation Line Siphon, Cleanout & Manhole		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.S.	\$ _____	\$ _____

78	28 L.F.	5" I.P. Water Line Replacement		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____

TOTAL BASE BID _____ DOLLARS
 (BID ITEMS 1 thru 78) _____ CENTS
 \$ _____

CONTINUED ON NEXT PAGE WITH ALTERNATE BID

79 378 L.F.

Stadium Seats (Bid Alternate)

Sum of

_____ Dollars

_____ Cents

Per L.F.

\$. _____ \$ _____

TOTAL & ALTERNATE

(BID ITEMS 1 THRU 79)

_____ DOLLARS

_____ CENTS

\$ _____

PROPOSAL

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

Classification _____ No. _____

Respectfully submitted,

FIRM: _____

ADDRESS: _____

TEL. NO.: _____

DATE: _____

BY: _____
OFFICER AND TITLE (SEAL)

ATTEST:

OFFICER AND TITLE

WITNESS: IF BIDDER IS AN INDIVIDUAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____, as Principal, and _____
_____, as Surety, are held and firmly bound
unto the City of Scottsdale in the penal sum of _____
Dollars (\$ _____) lawful money of the United States of
America, to be paid to the order of the City of Scottsdale, for which payment,
well and truly to be made, we bind ourselves, our successors and assigns, signed
with our seals and dated _____, 197 .

The conditions of the above obligation are such that whereas the City Council of
the City of Scottsdale, on the _____ day of _____, 197 , did
order the following works to be done, to wit:

PROJECT NO. _____

WHEREAS, _____, the principal herein in answer to
the Notice Inviting Proposals or bids issued by the City of Scottsdale, put in
its bid for the making of said improvements.

NOW THEREFORE, if the bid of _____, as
aforesaid be accepted by the City Council of the City of Scottsdale, and
_____ shall enter into a contract to
make said improvements at the price specified in its bid, then this obligation to

(cont'd)

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

PRINCIPAL (SEAL)

BY: _____

ATTEST:

SURETY (SEAL)

BY: _____

ATTORNEY IN FACT

AGENCY OF RECORD

AGENCY ADDRESS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 197 by and between _____

_____ of the City of _____, County of _____,

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

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Project No. FC-7550 Construction of a "Dike Along Miller Rd. in Eldorado Park"

and to completely and totally construct the same and install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council per Council Minutes of _____, 19____, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the proposal form.

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

IN WITNESS WHEREOF, five(5) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal.

ATTEST:

(CONTRACTOR - PARTY OF THE FIRST PART)

WITNESS: IF CONTRACTOR IS INDIVIDUAL

BY:

_____ NAME AND TITLE

(CORPORATE SEAL)

CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION

(OWNER - PARTY OF THE SECOND PART)

ATTEST:

_____ CITY CLERK

BY:

_____ MAYOR

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

_____ MANAGER OF CAPITAL IMPROVEMENTS ENGINEERING

_____ CITY ATTORNEY

RECOMMENDED FOR APPROVAL:

_____ DIRECTOR OF ENGINEERING SERVICES

CONTRACT BOND

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

WHEREAS, the Principal has entered into a certain written contract with the
City of _____, dated the _____ day of _____, 197____
for _____

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

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

PROJECT NO. FC-7550

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

WITNESS our hands the _____ day of _____, 197

PRINCIPAL

BY

SURETY

(SEAL)

BY

AGENCY OF RECORD

AGENCY ADDRESS

LABOR AND MATERIALS BOND

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

(Penalty of This Bond Must Be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as
Principal, and _____ a corporation organized and
existing under the laws of the State of _____, with its
principal office in the City of _____, (hereinafter
called the Surety), as Surety, are held and firmly bound unto the City of
_____, State of Arizona (hereinafter called the Obligee),
in the amount of _____
Dollars (\$ _____), for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
Obligee dated the _____ day of _____, 197 , for

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said
Principal shall promptly pay all moneys due to all persons supplying labor or
materials to him or his 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-7550

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

WITNESS our hands the _____ day of _____, 197

PRINCIPAL

BY

SURETY

(SEAL)

BY

AGENCY OF RECORD

AGENCY ADDRESS

CITY OF SCOTTSDALE, ARIZONA

Certificate of Insurance

Project No.: _____ Project Title: _____

The _____

certifies that the following insurance policies have been issued on behalf of:

Name of Insured: _____

and the City of Scottsdale as an additional insured. Address of Insured:

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
1) Workmen's Compensation				Statutory
2) Contractor's Protective Bodily Injury				\$500,000 ea. Occurrence
2) Contractor's Protective Property Damage				\$100,000 ea. Accident \$100,000 Aggregate
3) Contractual Bodily Injury				\$500,000 Ea. Occurrence
4) Automobile Bodily Injury and Property Damage				\$500,000 Ea. Occurrence
5) When the project includes construction of a new, or modification of an existing building (in addition to the above types): Fire and Extended Coverage plus Vandalism and Malicious Mischief - For the Full amount of the contract.				
	Policy No.	Eff. Date	Exp. Date	

Policy No. Eff. Date Exp. Date

6) Umbrella Coverage

\$ _____

Policy Includes Coverage for:

- 1) a. Damage caused by blasting
- b. Damage caused by collapse or structural injury
- c. Damage to underground utilities
- 2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
- 3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

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

It is further agreed that:

- 1) These policies shall not expire until all work has been completed and the project has been accepted by the City of Scottsdale. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the City of Scottsdale not less than five days prior to expiration date.)

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

DATE: _____

COUNTERSIGNED BY: _____

Signature

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project No. _____

To the City of Scottsdale, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by sub-contractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Scottsdale against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 19_____.

Contractor

By _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires _____

PROJECT NO. FC-7550

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

_____, Arizona

Date _____

RE: Project No. _____

To The City of Scottsdale, Arizona

Gentlemen:

The final pay estimate of \$ _____, which represents total and complete payment under the terms of the contract, fully and completely reflects the actual quantities of work performed. Said final quantities were mutually measured and agreed upon by authorized representatives of the undersigned and the City of Scottsdale.

Signed and dated this _____ day of _____, 19____.

By: _____

Title: _____

For: _____
Contractor

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires