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

**BID # 96 - 18**

**PROJECT- PINNACLE PEAK RD.  
CROSSING AT  
REATA PASS WASH**





• "Most Livable City" U.S. Conference of Mayors •

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH  
ADDENDUM NO. 1  
NOVEMBER 20, 1995**

The following changes/additional information shall affect this bid.

1. PLANS (Sheet 7 of 20): **DELETE** Wingwall Rustication Detail as it relates to the following bid items. It is no longer applicable for them.

#505463 - Culvert Inlet Wingwalls ADOT Std. B-04.40  
#505464 - Culvert Outlet Wingwall (West Side) ADOT Std. B-04.20  
#505465 - Culvert Outlet Wingwall (East Side) ADOT Std. B-04.20

ADD the following new specification for concrete surface texture:

Greensteak No. 360, Uni-Cast, Multi-Cast or Dura-Cast or approved alternate form liner to achieve a "River Bed Aggregate" surface is to be used on the following bid items:

#505463 - Culvert Inlet Wingwalls ADOT Std. B-04.40  
#505464 - Culvert Outlet Wingwall (West Side) ADOT Std. B-04.20  
#505465 - Culvert Outlet Wingwall (East Side) ADOT Std. B-04.20  
#505806 - Concrete Channel Retaining Wall

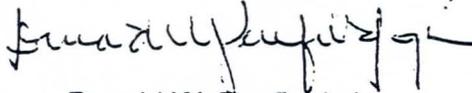
2. ADD the following requirement:

Desert varnish stain as specified in the Special Provisions, Part C - Bid Items, Item No. 505701 shall be applied to the following bid items:

#505463 - Culvert Inlet Wingwalls ADOT Std. B-04.40  
#505464 - Culvert Outlet Wingwall (West Side) ADOT Std. B-04.20  
#505465 - Culvert Outlet Wingwall (East Side) ADOT Std. B-04.20  
#505483 - Reinforced Concrete Apron \*  
#505701 - 6" Reinforced Concrete Channel Lining \*  
#505806 - Concrete Channel Retaining Wall  
#505902 - Bridge Concrete Barrier per Detail Sheet 7  
#505903 - Concrete Barrier Transition Curve Modified

\*NOTE: For Bid Item #505483 and #505701, exposed aggregate finish required by method to be submitted and approved by the City of Scottsdale (Type A and Type B).

All other terms and conditions shall remain as stated.



Donald W. Penfield, Jr.  
Bid and Contract Specialist



• "Most Livable City" U.S. Conference of Mayors •

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH  
ADDENDUM NO. 2  
DECEMBER 6, 1995**

The following changes/additional information shall affect this bid.

1. ADDENDUM NO. 1: In Item No. 1, **REVISE** the phrase which reads "Greensteak No. 360" to correctly read "Greenstreak No. 360."
2. BID FORM (Page 21.2): **SUBSTITUTE** the attached revised Bid Form Page 21.2R in place of the original page. Note the revision of Bid Item No. 505701 from its original Bid Item No. 525016 and the addition of a new Bid Item No. 220402 for Plain Rip-Rap  $D_{50} = 30"$ .
3. PLANS (Sheet 9 of 20): **SUBSTITUTE** the attached revised Plan Sheet No. 9 of 20 sealed on 12-5-95 by Tony A. Bokich P.E. in place of the original sheet. Note that contours and elevations have been added to facilitate excavation quantity calculations.

All other terms and conditions shall remain as stated.

Donald W. Penfield, Jr.  
Bid and Contract Specialist

*A plan sheet is needed.*

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

**SCHEDULE OF BID ITEMS**

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
505902	Bridge Concrete Barrier	240	LF		
505903	Concrete Barrier Transition	2	EA		
510002	Concrete Block Retaining Wall	120	LF		
520001	Handrail (In Kind)	155	LF		
520003	Trash Rack MAG Dtl 502	3	EA		
505701	6" Reinforced Concrete Channel Lining	1,655	SY		
610721	6" DIP Water Line	484	LF		
621036	36" CMP	118	LF		
640401	Utility Trenching & Conduits	990	LF		
220402	Plain Rip-Rap D <sub>50</sub> = 30"	2,390	CY		

TOTAL BID \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS

CONTRACTOR'S NAME \_\_\_\_\_



• "Most Livable City" U.S. Conference of Mayors •

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH  
ADDENDUM NO. 3  
DECEMBER 12, 1995**

The following changes/additional information shall affect this bid.

The time and date that sealed bids will be received is **CHANGED** from 3:30 P.M., Local Time, December 14, 1995 to 3:30 P.M., Local time, December 21, 1995. Bids submitted after this time shall not be accepted nor considered.

All other terms and conditions shall remain as stated.

Donald W. Penfield, Jr.  
Bid and Contract Specialist



• Most Livable City / U.S. Commerce of Majors •

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH  
ADDENDUM NO. 4  
DECEMBER 13, 1995**

The following changes/additional information shall affect this bid.

1. **PERMITS:** The City shall waive all fees for encroachment permits, inspection services, haul permits, grading and drainage permits, and development fees. However, the Contractor shall still be responsible for obtaining such permits. Any and all other permits and fees, other than those specifically named herein, shall be obtained by the Contractor at its expense.
2. **NPDES PERMIT** This project requires compliance with NPDES Permit as described in the City of Scottsdale Supplemental Specifications Section 107.2.1 Guidance for preparing the Stormwater Pollution Prevention Plan (SWPPP) can be obtained from the Maricopa County Flood Control District at (602) 506-1501.
3. **WORK HOURS AND DAYS:** Contract work shall be authorized from 7:00 A.M. to 7:00 P.M., seven days a week.
4. **SPECIAL PROVISIONS, Part C - Bid Items, Item 505901 (Page SP-29):** The City will accept a cast-in-place concrete box culvert as an option to the specified precast box culvert. If the Contractor chooses to bid this option as its choice of construction, it shall also be responsible for preparing and submitting for review and approval by the City all necessary and required plans, drawings, and calculations signed and sealed by an Arizona Professional Structural Engineer. These documents shall be submitted by the Contractor after the award of the contract as a part of other shop drawings submittals. All faces of the cast-in-place box culvert structure shall be straight and true with a tolerance of 1/4" in 10 feet.  
  
Bid Item No. 505901 on the attached revised Schedule of Bid Items requires the submittal of a lump sum price for either box culvert option and the indication of which option has been selected by the Contractor at the time of the bid.
5. **PLANS (Sheet 7 of 20):** **REVISE** the last legend note pertaining to Boulders-native, rough finish to correctly read "Size from 5' to 7".

6. **FILTER FABRIC:** Filter fabric is to be installed under all rip rap ( $D_{50} = 30"$ ,  $D_{50} = 20"$ , and  $D_{50} = 16"$ ) in the channel (not under rip rap in the berms). Payment for filter fabric will be included in the price for the rip rap. Placement of filter fabric is under 6" granular bedding material. No filter fabric is required under the 5' - 7' boulders.

Filter fabric shall be a non-woven fabric consisting only of long chain polymeric filaments such as polypropylene or polyester formed into a stable network such that the filaments retain their relative position to each other. The fabric shall be inert to commonly encountered chemicals, resistant to rot and mildew, and shall have no tears or defects which adversely affect or alter its physical properties. The physical requirements for the filter fabric shall meet the following minimum average roll values:

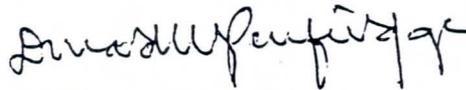
<u>Property</u>	<u>Requirement</u>	<u>Test Method</u>
Grab Tensile Strength, lbs.	200	ASTM D4632-86
Grab Elongation at Break, %	45 min, 115 max	ASTM D4632-86
Puncture Strength, psi	80	ASTM D3787
Burst Strength, lbs.	320	ASTM D3786
Trapezoidal Tear, lbs.	50	ASTM D4533-85
Permittivity, sec -1	0.10	ASTM D4491-85
Apparent Opening Size, US Std. Sieve Size	30-100	ASTM D4751-87
Ultraviolet Stability, %	70	ASTM D4355-84

Minimum average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D4354 and tested according to the test method specified above.

7. **WATER LINE INSTALLATION:** Adjustment of the new water line installation to the south in order to avoid existing line construction difficulties will be allowed as a convenience to the Contractor at no additional cost to the City.
8. **DUMPED RIP RAP:** Dumped rip rap on the south side of the box culvert is 4.5 feet thick and commences at Station 11+25 and continues north to the concrete apron.
9. **TEMPORARY DETOUR:** Striping of the temporary detour shall consist of solid yellow outside lines and white centerline skip lines. Paint and spacing of skip lines shall comply with MAG, City of Scottsdale Supplemental Specifications, and the Manual on Uniform Traffic Control Devices.
10. **ROCK CLUSTERS:** A new bid item has been added for "Rock Clusters". Rock clusters will be two (2) 5' to 7' diameter boulders placed in locations other than the drop structure. The additional bid item included in the revised Schedule of Bid Items is for seventy-five (75) such rock clusters equaling a total of 150 boulders.

11. EQUESTRIAN RAMPS: A new bid item has been included in the revised Schedule of Bid Items for Equestrian Ramps - two (2) each.
12. RIP RAP IN DRAINAGE SWALES: Payment for rip rap in drainage swales shall be included in Bid Item No. 215002 for Drainage Swales.
13. LANDSCAPE IRRIGATION AND PLANTING: All landscape irrigation and planting shall be in accordance with MAG and City of Scottsdale Supplemental Specifications.
14. PLANS: ADD the attached two (2) additional plans sheets depicting detailed plant inventory and revegetation plans to the original Plans.
15. BID FORM, Schedule of Bid Items (Page 21.1 and 21.2R): **SUBSTITUTE** the attached revised Schedule of Bid Items Pages 21.1R, 21.2RR, and 21.3R for the Schedule of Bid Items pages in the original document and Addendum No. 2.

All other terms and conditions shall remain as stated.



Donald W. Penfield, Jr.  
Bid and Contract Specialist

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

**SCHEDULE OF BID ITEMS**

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
105801	Construction Surveying and As-builts	1	LS		
215001	Channel/Drainage, Grading & Excavation	1	LS		
215002	Drainage Swale <i>Berm</i>	230	LF		
220401	Plain Riprap, D <sub>50</sub> = 20"	1,200	CY		
220402	Plain Riprap, D <sub>50</sub> = 30"	2,390	CY		
220403	Plain Riprap, D <sub>50</sub> = 16"	610	CY		
220404	Plain Riprap, 5' - 7' Dia. Round Boulders	1,100	CY		
310106	6" ABC	1,335	SY		
321011	Pvmt Section at Termination MAG Std. 201, Type 'A'	661	LF		
321202	Aphalt Concrete Pavement, 2" AC (C-3/4")	1,335	SY		
321901	Construct 2" AC (C-3/4") Detour, complete	1	LS		
340122	Conc Cutoff Wall 1' wide x 12' deep per Dtl. 1	6,756	SF		
340123	Conc Cutoff Wall 8" wide x 2' deep per Dtl. 2	2,690	SF		
340124	Conc Cutoff Wall 1' wide x 12' deep per Dtl. 3	3,468	SF		
340125	Conc Cutoff Wall 1' wide x 16' deep per Dtl. 3	15,424	SF		
340126	Conc Culvert Apron Cutoff Wall	2,760	SF		
350001	Saw Cut & Remove AC Pvmt & Base	1,088	SY		
350221	Remove Pipes (36")	328	LF		
350321	Remove Grouted Riprap	380	SY		
350441	Remove Storm Drain Headwalls	160	LF		

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

**SCHEDULE OF BID ITEMS**

ITEM NO	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
350801	Misc. Removals & other Work	1	LS		
350802	Remove Existing Fence	230	LF		
401001	Traffic Control	1	LS		
401101	Off-duty Police Officer (contingency)	80	HR		
402001	Pavement Markings and Signing	1	LS		
430801	Landscaping Restoration	1	LS		
430802	Landscaping Salvage	1	LS		
440002	Backflow Preventer with Cage (1 1/2")	1	EA		
440800	Landscaping Irrigation System	18,000	SF		
505106	Catch Basin - MAG Dtl. 535	1	EA		
505135	Drop Inlet Headwalls	2	EA		
505463	Culvert Inlet Wingwall ADOT Std. B-04.40	2	EA		
505464	Culvert Inlet Wingwall (West Side) ADOT Std. B-04.20	1	EA		
505465	Culvert Outlet Wingwall (East Side) ADOT Std. B-04.20	1	EA		
505483	6" Reinforced Concrete Apron	515	SY		
505806	Concrete Channel Retaining Wall	1,035	LF		
505901	Concrete Box Structure Specify type with an "X": <input type="checkbox"/> Precast <input type="checkbox"/> Cast-in-Place	1	LS		
505902	Bridge Concrete Barrier	240	LF		
505903	Concrete Barrier Transition	2	EA		

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

**SCHEDULE OF BID ITEMS**

ITEM NO	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
510002	Concrete Block Retaining Wall	120	LF		
520001	Handrail (In Kind)	155	LF		
520003	Trash Rack MAG Dtl. 502	3	EA		
505701	6" Reinforced Concrete Channel Lining	1,655	SY		
610721	6" DIP Water Line	484	LF		
621036	36" CMP	118	LF		
640401	Utility Trenching & Conduits	990	LF		
<del>220402</del>	<del>Plain Rip Rap D<sub>50</sub> = 30"</del>	<del>2,390</del>	<del>CY</del>		
ADD #4 - 1	Rock Clusters (2 boulders each)	75	EA		
ADD #4 - 2	Equestrian Ramps	2	EA		

TOTAL BID \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS

CONTRACTOR'S NAME \_\_\_\_\_



• "Most Livable City" U.S. Conference of Mayors •

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH  
ADDENDUM NO. 5  
DECEMBER 191995**

The following changes/additional information shall affect this bid.

1. ADDENDUM NO. 4 (Page 3): Item No. 12 - RIP RAP IN DRAINAGE SWALES shall be correctly entitled RIP RAP IN BERMS as depicted in Sections A-A and B-B on Plan Sheet 10 of 20.. Payment for rip rap in BERMS shall be included in Bid Item No. ADD#5-1.
2. BID FORM (Page 21.3R): **REPLACE** the attached revised Bid Form Page 21.3R marked as Page 21.3RR in place of the original page in offered in Addendum No. 4. Note the following changes:
  - a. Deletion of Bid Item 220402 - Plain Rip-Rap  $D_{50} = 30"$  which was a duplicate from Page 21.1R.
  - b. Addition of a new Bid Item ADD #5 - 1 for Diversion Berm with a quantity of 200 LF.
  - c. Revision of the quantity for Bid Item 640401 - Utility Trenching & Conduits from 990 LF to 1500 LF. Also, this bid item shall include two (2) 4-inch diameter conduits for US West. Two (2) 2-inch diameter conduits for TCI Cable, and three (3) 2-inch conduits for APS for a revised total of seven (7) conduits.

All other terms and conditions shall remain as stated.

Donald W. Penfield, Jr.  
Bid and Contract Specialist

**INVITATION FOR BID #96-18  
PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

**SCHEDULE OF BID ITEMS**

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
510002	Concrete Block Retaining Wall	120	LF		
520001	Handrail (In Kind)	155	LF		
520003	Trash Rack MAG Dtl. 502	3	EA		
505701	6" Reinforced Concrete Channel Lining	1,655	SY		
610721	6" DIP Water Line	484	LF		
621036	36" CMP	118	LF		
640401	Utility Trenching & Conduits	1,500	LF		
ADD #4 - 1	Rock Clusters (2 boulders each)	75	EA		
ADD #4 - 2	Equestrian Ramps	2	EA		
ADD #5 - 1	Diversion Berm	200	LF		

TOTAL BID \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS

CONTRACTOR'S NAME \_\_\_\_\_



INVITATION FOR BID #96-18

PROJECT NUMBER: F4703

PROJECT NAME: PINNACLE PEAK ROAD CROSSING AT  
REATA PASS WASH

## NOTICE INVITING BIDS

The City of Scottsdale invites Sealed Bids for construction of four (4) each 28' x 10' precast concrete box culverts including, but not limited to, channel excavation, utilities relocation, native plant landscaping, and roadway construction.

SEALED BIDS WILL BE RECEIVED until 3:00 P.M., Local Time, December 14, 1995 by the Purchasing Director at 9191 E. San Salvador Dr., Scottsdale, Arizona, 85258. At this time, the bids will be publicly opened and read aloud. Each Bid shall be accompanied by a Cashier's Check or a Bid Bond, acceptable to the City of Scottsdale, for a sum of not less than ten percent (10%) of the amount of the bid made payable to the City of Scottsdale, Arizona.

No Bid shall be considered unless it is submitted on the Bid Form provided by the City of Scottsdale.

Contact David Fern, 994-2393, Contract Administrator, for additional information.

Plans, Specifications and Bid Forms may be obtained from the Purchasing Division at 9191 E. San Salvador Dr., Scottsdale, Arizona for the sum of twenty-five dollars (\$25.00). This fee is non-refundable.

For those interested in having plans and specifications shipped, there will be an additional advance charge of \$10.00 to cover handling. Therefore, a check made payable to the City of Scottsdale in the amount of thirty-five dollars (\$35.00) should accompany the request.

All procurement activities conducted by the City of Scottsdale are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Civic Center Blvd., and the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ. Copies of the Code are also available for sale to the Public at a fee of \$10.00 each at the Purchasing Office.

CITY OF SCOTTSDALE

BY:

DONALD W. PENFIELD, JR.  
BID & CONTRACT SPECIALIST

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***SUBMITTING BIDS***

No Bid will be considered unless it is submitted on the bid forms contained herein.

**BIDDERS MUST ENTER THEIR NAME AND ADDRESS IN THE UPPER LEFT CORNER AND THE TIME AND DATE OF THE BID OPENING AND THE BID NUMBER IN THE LOWER LEFT CORNER OF THE ENVELOPE.**

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 bids. No bid may be withdrawn for a period of sixty (60) days after the date set for receipt of bids.

Bids accepted by the City constitute a legally binding offer. In addition, the successful bidder will be required to sign the City of Scottsdale standard construction contract.

***BONDS REQUIRED***

- a) Each bid must be accompanied by a cashier's check made payable to the order of City of Scottsdale in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the City in a sum equal to 10% of the total bid, and naming City of Scottsdale as obligee. Such security shall be returned to all except the three lowest responsible bidders within twelve (12) days after the opening of bids, and the three (3) remaining securities returned within three (3) days after the bidder to whom the City Council has awarded the contract has executed the contract.
- b) Bonds in the following amounts will be required at the time of executing the formal contract and shall be made payable to the City of Scottsdale.
  - (1) Contract (Performance) Bond - One Hundred (100%) percent of the contract price.
  - (2) Labor And Materials (Payment) Bond - One Hundred (100%) percent of the Contract price.
- c) At the time of approval of any additional work by CHANGE ORDER the Contractor may be required to provide an additional amount for Contract (Performance) Bond and/or Labor and Material (Payment) Bond as deemed appropriate by the Contract Administrator or designee.
- d) Performance and Payment Bonds must be submitted on Statutory Forms provided herein.
- e) Each bond shall be executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona issued by the Director of the State Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bonds shall not be executed by an individual or personal surety or sureties.

**APPROVED ALTERNATES**

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, 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 alternate will be permitted, subject to the following procedure pursuant to ARS 34-104.

- a. The Bidder shall submit a written Proposal for substitution to the Purchasing Director at least eight (8) days prior to the original deadline for receiving Bids. Requests for substitution submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with Bid Number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division by 5:00 P.M. December 6, 1995. The proposal shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.
- b. The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the proposal.
- c. The City, if the proposal is accepted, shall issue a written addendum to the Invitation For Bid specifying the approved alternates and publish the modification in the same manner as the original bidding documents.

The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

**AWARD/REJECTION OF BIDS**

The City Council reserves the right, as the interest of the City requires, to reject any or all bids, to waive any informality in bids received, to award a contract by accepting or rejecting any alternate bid(s) (additive or subtractive) and reserves the right to reject the bids(s) of any bidder who has previously failed to perform competently in any contract with the City.

**EXECUTION OF CONTRACT**

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

***INTERPRETATIONS, ADDENDA***

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR BIDS BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. BIDS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Contract Administrator, who will prepare a written addendum. The City will not be responsible for oral instructions or information. In the event questions are received less than five (5) days before the bid opening a determination will be made by the Purchasing Agent concerning the sending of a written addendum which may result in the establishment of a new bid opening date.

Questions or interpretations required by contractors, suppliers, dealers and other participants bidding, shall be directed to the Contract Administrator. Each bidder shall designate a specific individual from their organization to communicate with the Contract Administrator.

Any Addenda issued by the City during the time of bidding are to be included in the Bid, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided.

Addenda will be mailed to each person or firm recorded as having received the Bidding Documents or will be available wherever the Bidding Documents are kept.

***CONTRACT COMPLETION TIME***

Work shall be completed within 90 calendar days as specified within the NOTICE TO PROCEED.

***PERMITS***

The Contractor shall be responsible for the securing of any applicable permits and payment of any applicable taxes and fees associated with this Contract.

- a. City of Scottsdale Revised Code, Chapter 31, Article 4, Division 3 prescribes the requirements for Building Permits. Permits must be acquired from the Development Services Office.
- b. City of Scottsdale Revised Code, Chapter 47, Article 3, Division 2 prescribes the requirements for Encroachment Permits. Permits must be acquired from the Development Services Office.
- c. Capital Project Management (CPM) Inspection must be notified prior to the commencement of work, and CPM Inspection will represent the City for the purpose of inspecting the work for conformance to Plans, Specifications and details as well as public safety requirements as authorized by City Code.

***PERMITS - CONT'D***

- d. Contact Development Services Office for information concerning the Development Fees applicable to this contract.
- e. The Contractor shall secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Permits.
- f. The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications.

***REGISTERED/LICENSED***

To be considered responsive, the Contractor must be registered licensed in the State of Arizona if such registration/license is normally a requirement.

**SCOPE**

The work covered by these specifications consists of furnishing all labor, equipment and materials for construction of four (4) each 28' x 10' precast concrete box culverts including, but not limited to, channel excavation, utilities relocation, native plant landscaping, and roadway construction

in accordance with "THE INFORMATION FOR BIDDERS", "THE GENERAL CONDITIONS", the "SPECIAL PROVISIONS", and the "PLANS" prepared by PBS & J consisting of 20 sheets and approved on 11-3-95.

**STANDARD SPECIFICATIONS AND DETAILS**

Except as otherwise noted, 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 MAG STANDARD DETAILS including the latest approved revisions and City of Scottsdale supplements thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "STANDARD SPECIFICATIONS". In all cases where accepted standards (AWWA, ANSI, AASHTO, ADOT, ASTM, etc.) are referred to in the "STANDARD SPECIFICATIONS", the latest revisions as of bid advertisement shall prevail. Copies of the STANDARD SPECIFICATIONS and revisions may be obtained at the MAG Office at 1820 W. Washington, Phoenix, AZ. Copies of City supplements may be obtained from Development Services at 7447 E. Indian School Rd.

City of Scottsdale Supplements as revised and the GENERAL CONDITIONS AND SPECIAL PROVISIONS of these specifications provide for the supplementation, modification and/or amendments to the STANDARD SPECIFICATIONS.

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

**DEFINITIONS**

Definitions shall be as stated in Section 101.2 of the MAG STANDARD SPECIFICATIONS with the following additions:

CITY: CITY OF SCOTTSDALE

CONTRACT ADMINISTRATOR: DAVID FERN

DESIGNER: PBS & J

OWNER: CITY OF SCOTTSDALE

***CONSTRUCTION PRACTICE***

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

***INDEMNIFICATION***

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings) that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder including the City of Scottsdale.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

***INSURANCE REQUIREMENTS***

Without limiting any of their obligations or liabilities, the Contractor, at Contractor's own expense, shall purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed, possessing a current AM Best, Inc. rating of B + + 6, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City of Scottsdale.

All insurances required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City of Scottsdale, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance and any insurance or self insurance maintained by the City of Scottsdale shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City of Scottsdale.

The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City of Scottsdale, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of the Contractor.

***INSURANCE REQUIREMENTS - CONT'D***

The policies may provide coverage which contains deductible or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the limits provided to the City of Scottsdale under such policies. The Contractor shall be solely responsible for deductible and/or self insured retention and the City of Scottsdale, at its option, may require the Contractor to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City of Scottsdale reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The City of Scottsdale shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed waiver of the City of Scottsdale's right to insist on, strict fulfillment of Contractor's obligations under this contract.

The insurance policies, except Workers' Compensation, required by this contract shall name the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

***REQUIRED COVERAGE******General Liability***

Contractor shall maintain Commercial General Liability insurance with a limit of liability not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operators Limit and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. policy form CG 00011093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interests provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to eliminate third party action over claims.

The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG 20101185, or any replacements thereof.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Scottsdale.

**REQUIRED COVERAGE - CONT'D****Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence with respect to the Contractor's owned, hire, and non-owned vehicles assigned to or used in performance of the Contractor's work, and such coverage will be at least as broad as coverage symbol 1, any auto, ("Insurance Services office form CA 00011293 or any replacement thereof"). Such insurance shall include coverage for loading and off loading hazards.

**Workers' Compensation**

Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Work; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$100,000 disease policy limit.

In case any work is subcontracted, the Contractor will require all Subcontractors to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the Contractor.

**Builders' Risk (Property) Insurance**

The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk Insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire Work at the site. Such Builders' Risk Insurance shall be maintained until final payment has been made or until no person or entity other than the City of Scottsdale has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interest of the City of Scottsdale, the Contractor, Subcontractors and Sub-Subcontractors in the Work during the life of the Contract and course of construction, and shall continue until the Work is completed and accepted by the City of Scottsdale. The Contractor agrees to assume full responsibility for loss or damage to the Work being performed.

Builders' Risk Insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risks of direct physical loss or damage from external causes including flood, debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk Insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continuing without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. Builders' Risk Insurance shall be primary and not contributory.

***CERTIFICATES OF INSURANCE***

Prior to commencing Work under this Contract, Contractor shall furnish the City of Scottsdale Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration.

**Subcontractors:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. 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 fifteen (15) days prior the expiration date.

In the event any insurance policy(ies) is(are) required by this contract written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Work or Services and as evidenced by annual Certificate of Insurance.

***TRAFFIC CONTROL***

- a. Complete street closures will not be permitted unless specified in the Special Provisions Section of this bid document.
- b. Adequate barricades and lighted warning signs shall be installed and maintained by the Contractor throughout the duration of the project. All traffic control shall be in accordance with the City of Phoenix Traffic Control Manual unless otherwise specified in the Special Provisions section of this bid document.
- c. The City Traffic Engineering Manager shall stipulate the traffic restrictions and/or minimum requirements throughout the construction period.

***TRAFFIC CONTROL - CONT'D***

- d. The Contractor shall submit a construction schedule and traffic supplement for "Street Barricading and Channelization" to the City Traffic Engineering Manager for approval and/or modification before construction is initiated.

***RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES***

The contractor shall be responsible for payment of all State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the bid amount.

***INSPECTION***

- a. Inspectors may be stationed on the work to report to the Contract Administrator or his Designee 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 or work performed by the Contractor fails 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 City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the 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 Contract Administrator or Designee 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.

***HINDRANCES AND DELAYS***

In the event that the Contractor sustains damages as a result of expenses incurred by a delay for which the City is responsible, the Contractor and the City shall negotiate to determine the amount of such damages. This provision is made pursuant to Arizona Revised Statutes Section 34-221 and is effective only if the delay caused by the City is unreasonable under the circumstances and was not within the contemplation of the parties. This provision shall not be construed to void any provision of this contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.

***LIQUIDATED DAMAGES***

The Contractor shall pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications.

***LOSS 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.

***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 City.

Any payment for completed portions of the work shall not release the Contractor from such responsibility, however, he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.

***CLEAN UP***

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.

***FINAL ACCEPTANCE***

"Final Acceptance" shall mean a written final acceptance of the work by the Contract Administrator in the form of the Notice of Final Acceptance. The Contract Administrator or his Designee 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.

***RIGHTS-OF-WAY***

The M.A.G. Standard Specification 107.12 shall hereby be modified to read as follows: The Contractor, at his own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage and maintenance purposes, which are required in addition to existing easements and/or rights of way secured by the City as indicated upon the plans.

***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 City, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications. This is not a pay item. M.A.G. Subsection 104.2.5 shall apply.

***EXISTING UTILITIES TO BE RELOCATED***

If any utility is relocated or rebuilt to accommodate the Contractor's construction methods and available equipment, the expense shall be borne by the Contractor.

***DAMAGED WATER, SEWER, AND OTHER UTILITIES***

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

***EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT***

The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the Transportation Maintenance Traffic Signal Division (391-5620) 48 hours in advance of any work at such intersections.

The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Traffic Engineering Director when underground conduit is to be severed by excavations at the intersection. The Transportation Maintenance Manager shall have all underground traffic conduit located and shall provide the necessary City Technicians to assist the Contractor in identifying wiring phases and direction of conduit runs upon 24 hours notice from the Contractor and at least one day prior to the Contractor's scheduled wiring and installation of temporary cables. The Contractor shall be responsible for the wiring and connection of all temporary cable within pull boxes and terminal compartments. The Transportation Maintenance Manager shall provide a City technician to assist the Contractor with connecting field wiring within the traffic signal control cabinet. The Contractor shall provide, at his expense, an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the Traffic Engineering Manager for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified.

The Contractor shall be responsible for the maintenance and repair of any temporary field wiring of signal equipment. The Contractor shall ensure that signal faces are re-aligned to provide proper visibility when traffic lanes are re-routed.

The City does not permit the splicing of Magnetic Detector Loops.

***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.

The Contractor shall provide for the disposal at a legal off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.

***EQUAL EMPLOYMENT OPPORTUNITY***

During the performance of this contract the Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

***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 representative shall have full authority to act on behalf of the CONTRACTOR and all communications given to the representative shall be as binding as if given to the CONTRACTOR. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

***CHANGES IN CONTRACT PRICE***

The CONTRACT PRICE may be changed only by a written CHANGE ORDER issued by the City. 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.
- c. The Provision of M.A.G. 109.5.

***CONSTRUCTION STAKES***

Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the Contractor.

***CHANGES IN THE WORK***

The City may at any time, as the need arises, order changes within the scope of the WORK without invalidating the CONTRACT. 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 written CHANGE ORDER.

The City will execute a formal CHANGE ORDER based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All CHANGE ORDERS are subject to approval by the City.

The City, also, may at any time, by issuing a written FIELD ORDER, make changes in the details of the WORK not affecting contract price or time. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered unless the CONTRACTOR believes that such written FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the OWNER WRITTEN NOTICE thereof within one (1) day after the receipt of the Field Order, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER. If the Contractor performs work authorized under a Field Order and subsequently requests a Change Order for that work, the City shall not be obligated to issue a Change Order.

***TESTING OF MATERIALS***

All tests shall be made and results certified by an independent laboratory approved by the City. 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.

***WORKMANSHIP***

Where not more specifically described, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion.

All work shall be executed by tradesmen skilled in their respective lines of work.

When completed, all work shall have been durably and substantially built and shall present a neat, workmanlike appearance.

***SOURCE OF MATERIALS***

No material source has been designated by the City for use on this project.

MAG Specification, Section 106 shall apply as will ADOT Standard Specifications 1982, Section 106.01, .03, & .11 which outline controls and Section 1001-1, -2, & -4 concerning approval of Contractor-Furnished Source and supplemental agreements in regards to environmental analysis and the liability for materials testing costs.

Contractor furnished material sources situated in the 100-year flood plain of any stream or watercourse, and located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing, shall not be allowed.

A contractor-furnished source shall be defined as a material source which is neither an A.D.O.T.-furnished source nor a commercial source, as herein defined.

A commercial source shall be defined as a material source in which the owner or producer has been for at least one year regularly engaged during regular business hours on a regular basis in the processing and selling of sand, rock, ready mixed portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company shall have an Arizona retail sales tax license.

***SOURCE OF MATERIALS - CONT'D***

The location of any new material source or existing non-commercial material source proposed for use on this project shall be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. Contractor shall obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the conditions herein and such applicable Standard Specifications as referenced.

***METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS***

Except as noted in the Special Provisions, measurements and payment for all bid items in the BID FORM shall be as described in the MAG 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 completely finished, and serviceable project, as shown by the Plans and described in the 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 total project.
- b. No additional payments will be made for incidental work related to any items unless specifically noted and called for in the bid. Payment will be made at the unit price or lump sum price bid in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
- c. Measurements 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. Ten percent (10%) of the amount of each progress pay estimate shall be retained or securities shall be posted in accordance with ARS 34-221 until final acceptance by the City of all work.

***LOCAL CONDITIONS, RULES AND REGULATIONS***

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

***CONFLICT OF INTEREST***

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

**RECORDS AND AUDIT RIGHTS**

Contractor's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Contractor's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Contractor pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Contractor or Subcontractor reasonable advance notice of intended audits.

Contractor shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

**NATIVE PLANTS**

The Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

**GUARANTEE - WARRANTY**

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements.:

- a) Should the Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the Contractor hereby agrees to reimburse the City for the actual cost.
- b) The warranty period on any part of the work so repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement.
- c) This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the Contractor's control.

***PATENTS***

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which may be brought against the City or its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract except for goods manufactured entirely to City's specifications and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

***ENDANGERED HARDWOODS***

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

***FINAL PAYMENT***

Final payment shall be made per statutory requirements after approval of the Contractor's Notice of Final Pay Estimate by the Contract Administrator and receipt of the Contractor's Affidavit Regarding Settlement of Claims. The above documents shall be submitted on forms provided herein.

***PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER***

The successful bidder may obtain five (5) sets of Plans and Specifications for this project from the City, or its designee, at no cost. Additional sets will be furnished at cost.

***CONTRACTOR'S DAILY LOG***

On a daily basis, the Contractor shall prepare a Contractor's Daily Report. The City Public Works Inspector will provide a sample report format for the Contractor. The report shall detail the activities that took place during the course of the day, all equipment utilized and the number of hours operated and all personnel on the site inclusive of subcontractors.

***CONTRACTOR'S DAILY LOG - CONT'D***

The Daily Reports shall be submitted on a daily basis, unless otherwise arranged, to the City Public Works Inspector. The Daily Reports shall also be made available to the Contract Administrator upon request.

Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.

***MARSHALLING YARD***

Bidders are advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshalling areas they propose to use.

Marshalling areas shall be fenced. The Contractor shall obtain written approval from the property owner for marshalling area use. This approval shall contain any requirements which are a condition of this approval. Marshalling yard requirements according to M.A.G. Subsection 107.6.1 and City of Scottsdale Supplemental Specifications shall apply.

***SUCCESSORS AND ASSIGNS***

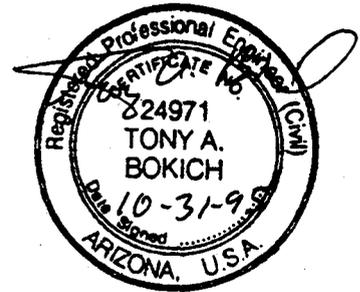
This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

SPECIAL PROVISIONS

93110

FOR REATA PASS WASH  
PROJECT NO F-4703



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## **SPECIAL PROVISIONS**

### **PART A: SCOPE OF WORK**

#### **1. SCOPE OF WORK**

**General:** This project consists of the construction of a precast concrete box culvert structure located on Pinnacle Peak Road at Reata Pass Wash, some 1.5 miles east of Pima Road. Additional construction includes but is not limited to utility trenching and conduit placement for others, water line relocation, placement of temporary pipe culverts and construction of a temporary detour roadway, channel excavation and grading, construction of plain riprap, construction and backfilling of new precast concrete box structure, construction of a drop structure composed of large(5'-7' dia.) boulders, asphaltic concrete roadway and base material construction, guard rail construction, signing and pavement marking, landscaping restoration and project cleanup.

The above items of work along with the construction requirements are adequately described and defined in the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (MAG) along with the MAG Uniform Standard Details and the City of Scottsdale (COS) supplements thereto, latest revisions, Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction (1990), the ADOT Standard Drawings for Highway Construction (July 1994) and the ADOT Standard Drawing for Structures (June 1992), or within these special provisions.

The information written into these special provisions will:

1. Describe any special or unusual conditions.
2. Explain details of the work not covered in the MAG Specifications and Details or the City of Scottsdale supplements thereto.
3. Relate certain work to specific bid items or payment quantities.
4. Contain the specifications and/or requirements of utility companies affected or included within the drawings and specifications of this project.

A geotechnical investigation of the site has been prepared and is available for review at the office of Mr. David Fern, P.E., Contract Administrator at the City of Scottsdale or at the office of the Design Engineer, Post, Buckley, Schuh & Jernigan. The Contractor shall be responsible for determining the validity of the investigation along with any conclusions or interpretations drawn from the report. Additional borings or

testing may be requested, but shall be arranged and scheduled by, and shall be at the expense of, the Contractor.

General construction notes for City of Scottsdale Public Works projects are included in the plan set and shall be representative, unless specifically noted otherwise, to all plan sheets.

**PART B: GENERAL INFORMATION**

**Note:** The following items are non-payment items being considered incidental to the project, the costs of which are to be included in project overhead or within a specific bid item.

**1. PLANS AND SHOP DRAWINGS (SUBMITTALS)**

**General:** Conform to the requirements of MAG Standard Specifications Section 105.2 except as noted herein.

**Materials:** The Contractor shall furnish to the office of the City of Scottsdale Contract Administrator, Mr. David Fern, P.E. product data, material certificates, mix designs, shop drawings, and design calculations in sufficient detail to show complete compliance with all specified requirements, including but not necessarily limited to the following:

**Product Data:**

- Pipes and appurtenances
- Valves and valve boxes
- Vaults and manholes
- Desert varnish stain

Product data shall include information such as the manufacturer's printed recommendations, compliance with recognized trade association standards, application of testing agency labels and seals, product dimensioning, and notation of coordination requirements.

**Certificates:**

- Piping materials
- Gaskets
- Steel
- Guard rail
- Desert varnish stain

The certificates shall be prepared by the Manufacturer or testing agency thereof

and should include technical specifications and compliance with industry trade association and testing agency standards.

**Mix Designs:**

- Asphaltic concrete pavement
- Portland cement concrete
- Grout for Rip-Rap
- Grout for precast concrete box structure

The mix designs shall directly compare the proposed mix components and properties with those of the referenced standard mix or as modified within the special provisions.

**Shop Drawings:**

- Sequence of construction details
- Traffic control plans-haul routes - detours and maintenance of traffic
- Utility protection plans
- Reinforcing steel bending and layout
- Details of structures/Falsework/Steel fabrication details/Shoring

Shop drawings shall include the name of the project, project number, date prepared, name of the Preparer, Contractor, and Subcontractor, if applicable. All dimensions and identification of products and materials included, along with notation of any coordination requirements and established field dimensions/measurements shall be clearly shown or noted.

Drawings of minor or incidental fabricated material and/or equipment may not be required by the COS. The Contractor shall furnish the City tabulated lists of such fabrications, showing the names of the manufacturers and catalog numbers, together with samples of general data as may be required to permit determination by the City as to their acceptability for incorporation into the work.

Shop drawings for the precast concrete box culvert structure shall be sealed by an Arizona registered professional engineer.

**Design Calculations:**

Precast concrete box culvert structure

Analysis and design calculations, sealed by an Arizona registered professional engineer, shall be submitted concurrently with the shop drawings. Computer analyses shall be supported with documentation and independent verification.

**Samples:**

Decomposed granite  
Mortar color

Samples shall be representative of the materials to be incorporated into the project and submitted in sufficient quantity to permit evaluation and/or comparison.

**Distribution and Review:** The contractor shall anticipate and schedule for a minimum two week review period by the COS and/or its designer during which time will either approve, disapprove, or request modifications. The latter two will require resubmittal of the material and a subsequent additional review period. This process shall be repeated until all submitted materials have been approved.

Shop drawings shall be on sheets in standard size increments between 8 1/2 x 11 and 24 x 36. All drawings shall indicate the name of the project, the City's project number, date, names of the Contractor, Subcontractor and Preparer, and the date of approval by the Contractor. All other data, certificates or mix design reports shall be presented in 8 1/2 x 11 format, or as provided by the Supplier/Manufacturer.

Seven Contractor approved copies along with a letter of transmittal shall be delivered to the City's Contract Administrator. The Contractor shall first review all submitted data for compliance with specification and job requirements. Any Contractor comments, recommendations, etc. shall be clearly noted on the submitted data.

If the submittal is acceptable, three copies will be stamped approved, dated, initialed by the Reviewer, and returned to the Contractor.

If the submittal requires corrections or is rejected, three copies along with an explanation of the outstanding concerns will be returned to the Contractor for revision and the subsequent resubmittal as described above.

The Contractor shall resubmit all materials requiring correction within ten (10) working days.

**Contract Documents:** Approved drawings, data, mixes and certificates as they are returned to the Contractor will become a portion of the Contract Documents.

## **2. COOPERATION WITH UTILITIES**

**General:** Conform to the requirements of MAG Sec. 105.6.

The locations of existing underground utilities have been shown on the plans to the best of the Design Engineer's knowledge; however, it shall be the Contractor's responsibility to field verify all utility locations and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation may be adjusted without delay to the Contractor's project schedule.

**Contacts:** The following telephone numbers should put the Contractor in contact with the proper personnel:

City of Scottsdale (Water & Wastewater) 391-5650  
Arizona Public Service (Electric) 371-6945  
Southwest Gas Company 730-3655  
U.S. West Communications 831-4738  
TCI Cable of Scottsdale 948-8355

**Coordination:** Construction activities shall be coordinated and scheduled to incorporate all utility construction activity associated with this project, in specific, APS, TCI Cable of Scottsdale and U.S. West may relocate and adjust their facilities during construction if they are in conflict with the proposed construction. The Contractor's schedule should be developed to allow for utility relocation activities. Any revisions or delays to the Contractor due to utility relocations shall be a non-pay item. The Contractor shall provide 48 hours (two working days) advance notification to all utilities prior to construction in the location of existing utilities. Construction activities such as exposing existing utilities for relocation, any trenching for relocation and removal of abandoned duct bank/conduit shall be a non-pay item.

**Construction:** The Contractor shall trench and install conduit for US West, APS, and TCI Cable of Scottsdale, as shown in the project plans.

Delete the last sentence in the fifth paragraph of MAG Subsection 105.6 and insert the following: The sole and exclusive remedy for any cost, hinderance, or delay caused by any utility located within the project (whether or not shown on the plans or indicated within these special provisions) shall be an extension of the contract time per Subsection 107.8. The time or duration of said extension shall be determined by the Engineer in its sole discretion.

### **3. SEQUENCE OF WORK/CONSTRUCTION SCHEDULE**

**General:** Shall conform to the requirements of MAG Section 108.5 except as modified herein.

The Contractor shall prepare a construction schedule per MAG Section 108.4. The total duration of work shall not exceed 85 calendar days.

The Contractor shall plan construction activities between normal work hours; 7 a.m. to 5 p.m., Monday through Friday excluding national holidays. Construction work will also be halted between December 23rd and January 1st of 1996.

Work outside these hours is permissible provided a construction schedule has been prepared, submitted to and found acceptable to the COS. The schedule shall identify the work to be performed, including the location and duration of planned activities. Submittals shall be made a minimum of seven days prior to the planned work to allow sufficient time for the City to review the request and schedule any necessary inspections. The Contractor shall be responsible for payment for all overtime and off-hours inspection and testing services that occur outside the normal and accepted working hours indicated above.

**Sequence:** All underground work must be completed to the satisfaction of the Contract Administrator prior to the start of any roadwork, unless the Contractor can provide a sequence of work schedule and traffic control plan which will demonstrate, to the satisfaction of the City, that neither traffic safety nor contractor operations will be adversely impacted. The Contract Administrator shall have total discretion and authority to accept or reject the Contractor's proposed sequence of work schedule and traffic control plan.

**Coordination:** The following items are particular to this project and shall be completed in the following sequence:

- A. Utility relocation.
- B. Detour roadway construction.
- C. Channel excavation and removal of existing culverts.
- D. Construct new precast box culvert structure.
- E. Backfill, concrete half-barrier construction, pavement construction, striping & signing.
- F. Remove detour roadway and project cleanup.
- G. Landscaping/Revegetation

Access shall be maintained at all times. If temporary lane closures are needed, a minimum of one traffic lane must be provided at all times, using flagmen as necessary, unless advanced approval in writing is obtained from the COS Traffic

Engineering Director. The Contractor shall provide weekly updates to the construction schedule for review with the Contract Administrator or duly authorized representative. Failure to provide such weekly updates will result in retention of monthly progress payments until the schedule is updated.

#### 4. PERMITS

**General:** Text in MAG Section 107.2 shall be deleted and the following inserted:

It shall be the responsibility of the Contractor to obtain and provide payment for all required permits for construction, dust control, relocation of native plants, erection of signs, etc.

The Contractor shall be responsible for securing and payment for any necessary hydrant meters including deposits and all fees for water usage.

The Contractor shall be responsible for payment of any City fees associated with water main shutdowns or miscellaneous charges for optional City provided services. Contact COS One-Stop Shop for a schedule of the available services and associated fees.

A special grading permit at the Contractor's expense will be required when using spoils to fill private property. No grading will be allowed until a Grading and Drainage Plan has been approved by the City.

All haul routes for removals, excavation and dirt moving must be approved by the COS prior to commencement of operations.

#### 5. PRECONSTRUCTION CONFERENCE/WEEKLY MEETINGS

**Preconstruction Conference:** The Contractor and all subcontractors shall attend a preconstruction conference meeting at a time and location designated by the Contract Administrator. The Contractor shall be prepared and ready to present to the Contract Administrator all required schedules, plans, etc. as described elsewhere in these special provisions and within the MAG Standard Specifications.

**Weekly Meetings:** The Contractor shall plan for and attend weekly meetings with the City at a location and designated time determined by the Contract Administrator. The Contractor shall include in the construction schedule adequate time for weekly construction progress meetings.

## **6. PROJECT SIGN (FURNISHED BY THE CITY)**

**General:** One project sign, approximately 4 foot x 8 foot in size, will be furnished by the City and installed by the Contractor, at the location designated by City's representative. The Contractor shall pick up the sign at the City Corporation Yard, 9191 E. San Salvador Drive, Scottsdale, Arizona, and shall install and maintain the sign for the duration of the project. The Contractor shall provide the City's sign shop ten (10) working days advance notice in order to prepare the sign graphics.

**Materials:** If necessary, the Contractor shall furnish two, four by four posts of sufficient length to mount the sign 4 feet above ground level and anchored 2 feet into the ground. The posts shall be pressure treated white wood painted with two coats of Navajo White acrylic enamel exterior paint prior to attaching them to the City provided sign.

**Weekly Updates:** The progress graph shall be updated weekly by the City Inspector, using red pressure sensitive tape.

**Salvage:** After completion of the project and as directed by the City, the Contractor shall carefully remove the sign and return it to the COS Corporation Yard.

## **7. COORDINATION WITH PROPERTY OWNERS**

All coordination and communications with property owners will be the responsibility of the Contractor and coordinated with the COS public works inspector. One week prior to construction the Contractor shall notify, in writing, property owners adjacent to the project of the construction start date, expected duration purpose and scope of project, construction detours, anticipated disruptions of any utilities services, special precautions taken by Contractor to address noise, dust, environmental and aesthetic concerns, project contact names and telephone numbers and expected completion date.

**Weekly Meetings:** The Contractor shall plan for and attend weekly meetings with the City at a location and designated time determined by the Contract Administrator. The Contractor shall include in the construction schedule adequate time for weekly construction progress meetings.

## **8. CHANGE ORDERS**

**General:** Shall conform to MAG Subsection 109.4, the preceding General Conditions section "Changes in the Work" and as follows: Payment of a Change Order shall be considered full compensation and a final settlement for all labor, equipment, material and services required of the Contractor to execute the Change

Order including all additional overhead, taxes, bonding, expences, etc..

### **PART C: BID ITEMS**

**Note:** The following bid items are numbered to correspond to the Schedule of Bid Items and are included to explain details of work not covered by applicable Standard Specifications and to relate work and pay quantities to the specific Bid Item.

#### **ITEM 105801 CONSTRUCTION SURVEYING AND AS-BUILTS**

**General:** Text in MAG Section 105.8, Construction Stakes, Lines and Grades is deleted and the following is inserted:

The Contractor shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points which are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona.

**Staking Outline:** Prior to beginning any survey operations, the Contractor shall furnish to the COS Project Manager, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule which will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

**Field Books:** The Contractor shall furnish field books to be used for recording survey data and field notes. These books shall be available for inspection by the City at any time and shall become the property of the City upon completion of the work.

#### **Survey Control Verification:**

(A) **Control Points (horizontal and vertical)** - The existence and location of all survey monuments, bench marks and control points shall be verified prior to demolition or construction activity. Immediately notify the COS Project Manager when location discrepancies greater than two-hundredths (0.02) foot horizontal or one-hundredth (0.01) foot vertical are found. All datum shall be COS.

(B) **Control Lines** - Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., shall be established and referenced prior to construction.

(C) **Temporary Bench Marks** - Temporary bench marks shall be established and referenced at this time.

**Preconstruction Location Survey:** All existing features which are located prior to construction shall be referenced to survey monuments along control lines by stationing in accordance with the construction documents and by offset distance from the control lines. All features shall be relocatable after construction. Distances measured shall be within one-hundredth (0.01) foot.

(A) **Survey monuments** - All survey monuments that lie within the construction area that may be disturbed shall be referenced to a specific point on at least four (4) stable objects by distance measurement. Reference objects shall be located no greater than three-hundred (300) feet from the survey monument being referenced.

(B) **Water and Sewer line appurtenances** - Water and sewer line surface appurtenances such as manholes, valves and cleanouts that lie within the construction area shall be located and noted on the Contractor's approved construction documents prior to any demolition or excavation.

(C) **Match Points and Removals** - Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify the COS Project Manager when location discrepancies of connecting facilities greater than one-tenth (0.10) foot horizontal or two-hundredths (0.02) foot vertical are found.

**Construction Stakes:** The Contractor shall set construction stakes and marks establishing lines and grades for road work, detour construction, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities and necessary appurtenances and other work as indicated in the Contract Documents and shall be responsible for their conformance with the plans and specifications.

The stakes shall be established in accordance with the following guidelines which represent the minimum standard and the Contractor shall provide additional stakes and controls necessary to perform the work. The Contractor shall be held responsible for the preservation of all stakes and marks and will replace, at no additional cost to the City, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

(A) **Roadway:**

- (1) Subgrade stakes shall be set to subgrade elevation at fifty (50) feet intervals on straight sections, twenty-five (25) feet intervals through vertical curves, on horizontal curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the

beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at crown lines, at grade break lines and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade.

- (2) Select shall be staked the same as subgrade.
  - (3) ABC stakes shall be set to ABC elevation at thirty-three (33) feet intervals on straight sections, twenty-five (25) feet intervals through vertical curves, on horizontal curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at crown lines, at grade breaks and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade.
  - (4) Pavement edges shall be controlled by utilizing a wire control mechanism or screeding along a concrete gutter or other structure whose surface grade is flush with the finished pavement grade. Stakes shall be set to finished elevation at thirty-three (33) feet intervals on straight sections, twenty-five (25) feet intervals on curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks.
- (B) Storm Sewer and Drainage: All cuts will be to the invert of the pipe, given to the nearest one-hundredth (0.01) of a foot.
- (1) Stakes for storm sewer will be driven flush with the existing ground, set on an offset at fifty (50) feet intervals. Stakes will be marked with the offset and indicated cut.
  - (2) Wyes for laterals will be marked with a line only stake.
  - (3) Manholes shall be marked with the offset and indicated cut to top of manhole grade and inverts.
  - (4) Stakes for storm water inlets, two (2) per inlet, will be set on a line normal to the roadway at the center line of the inlet five (5) and ten (10) feet from the face of curb. The stakes will be marked with the offset to the face of curb and the cut or fill to the top of curb and inverts.

- (5) Cut sheets shall be supplied to the Contractor and COS Inspector.
- (C) Water: All cuts will be to the invert of the pipe, given to the nearest one-tenth (0.10) of a foot.
- (1) Stakes for water will be driven flush with the existing ground, set on an offset at fifty (50) feet intervals and specified grade breaks. Stakes will be marked with the offset and indicated cut.
  - (2) Fittings or other critical points such as tees will be marked with a line only stake.
  - (3) Fire hydrants will be located with two (2) stakes per hydrant set parallel with the roadway five (5) feet from the centerline of the hydrant. The stakes will be marked with the offset to the hydrant and indicated cut to the top of curb at the centerline of the hydrant.
  - (4) Water meters will be located with two (2) stakes per meter set parallel with the roadway five (5) feet from the centerline of the meter. The stakes will be marked with the offset to the meter and indicated cut to the top of curb at the centerline of the meter.
  - (5) Cut sheets shall be supplied to the Contractor and COS Inspector.
- (D) Traffic Signing and Striping: The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.
- (E) Landscaping: The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.
- (F) Pipe Culverts: All cuts will be to the invert of the pipe, given to the nearest one-hundredth (0.01) of a foot.
- (1) Stakes for culverts will be driven flush with the existing ground, set on an offset at fifty (50) feet intervals. Stakes will be marked with the offset and indicated cut.
  - (2) Cut sheets shall be supplied to the Contractor and COS Inspector.
- (G) Concrete Box Culverts:
- (1) Cut stakes for Box Culvert foundation subgrade excavation will be driven flush with the existing ground, set on an offset at twenty five (25) feet

intervals. Stakes will be marked with the offset and indicated cut given to the nearest one-hundredth (0.01) of a foot.

- (2) Blue top grade stakes for Box Culvert invert ABC will be set at grade on a 2-foot offset, each side of the slab, at twenty five (25) feet intervals.
- (3) Two line and grade stakes at ten (10) feet intervals shall be placed on the centerline extension of each wingwall. Stakes will be marked with the offset and indicated cut to the top of wall and top of footing.

**Re-establishment Survey:**

(A) Monument locations will be marked with "straddlers" (four (4) nails with metal "shiners") driven into the pavement, placed in pairs approximately six feet apart and opposite to each other. Lines connecting opposing pairs shall form a ninety (90) degree cross with three foot legs. The center of the cross will signify the exact location of the center of the monument to be set. Monuments will be drilled or punched after they have been set.

(B) Manhole, valve box and cleanout locations shall be painted on the pavement.

**Inspection and Acceptance of Work:** The City reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the City's opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, the City will order any or all of the staking and layout work redone at no additional cost.

**As-Builts:** The as-built work shall conform to the City of Phoenix Survey Section Standard Requirements For: Staking, As-Builts, Quantity Calculations; dated January 1, 1980.

The City will provide the Contractor with the original mylar plan sheets for use in preparing final as-builts. Information shall be shown on these mylars in red opaque ink, depicting the constructed dimensions, elevations, grades and materials including locations of existing underground utilities found during construction.

The Contractor shall exercise extreme care in handling the originals and will return them to the City in like condition. In the event the originals are damaged or determined by the City to be unacceptable, the Contractor shall replace the originals by contacting the design Engineer of record and have new drawings produced. All costs incurred as the result of replacing the originals shall be borne by the Contractor. The City will be the sole judge in determining whether the as-builts are acceptable.

The as-built drawings shall be certified by an Arizona Registered Land Surveyor. As-built drawings shall be delivered to the COS Project Manager/Coordinator within thirty (30) days from the date of final inspection and acceptance by the City of the work completed under this contract. Final payment will be made only after submitted as-builts are accepted by the City.

**Measurement and Payment:** Construction surveying will be measured as a single complete item of work and paid at the lump sum price indicated on the Schedule of Bid Items, which amount shall be considered full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work shall be the basis on which monthly progress payments shall be made. This schedule shall be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis for payment.

#### **ITEM 215001 CHANNEL/DRAINAGE GRADING & EXCAVATION**

This item of work consists of clearing and grubbing, stripping, channel grading and excavation, fill and backfill and disposal of excavated and removed material, at the locations and as shown in the project plans. The work under this item shall comply with the requirements of MAG Section 215 and 201.

Channel and drainage grading and excavation will be paid for on a lump sum basis as stipulated in the proposal. Such price shall include clearing and grubbing, stripping, excavation, fill, backfill, compaction, grading, hauling, removal and disposal of excess excavated material and debris, unless an alternate method of payment is stipulated in the proposal.

The Contractor shall be responsible for protecting the project work site, construction in progress, completed construction, detour roadway, and his equipment from damage resulting from water flowing in the Reata Pass Wash. The contractor shall not leave or store construction materials or equipment within the channel limits which might impede water flow in the channel. Any additional costs for work to restore the detour roadway, replace damaged or lost material or equipment, or reconstruct work damaged by water flow in the Reata Pass Wash, prior to completion of the project, will not be considered. In the event of flooding of the project area, any damage to adjacent properties due to negligence of the contractor shall be repaired or replaced by the contractor at his/her expense to the satisfaction of the property owner.

Material resulting from channel and/or drainage excavation, if suitable, may be used

to construct the roadway embankment, or shall be disposed of, as directed by the Engineer.

#### **ITEM 215002 DRAINAGE SWALE**

**General:** The work under this item shall comply with the requirements of MAG Section 215 except as modified herein.

**Measurement:** Drainage swale will be measured for payment by the linear foot of constructed channel, as shown in the project plans, measured along the centerline of the completed drainage swale.

**Payment:** Drainage swale, measured as provided above, will be paid for at the contract price per linear foot of constructed drainage swale, complete in place.

#### **ITEM 220401 THROUGH 220403 PLAIN RIPRAP**

**General:** Rock shall be sound and durable, free from clay or shale seams, cracks or other structural defects. The Bulk Specific Gravity (SSD) shall be determined in accordance with the requirements of AASHTO T-85 and shall be a minimum of 2.4. Rock used to construct plain riprap shall be angular in shape. Rock used to construct other types of bank protection may be rounded stones or boulders. Rock shall have a least dimension not less than one-third of its greatest dimension and gradation in reasonable conformity with that shown herein for the various types of bank protection. Control of the gradation will be by visual inspection.

**Plain Riprap:** Gradation of the rock for plain riprap shall be as shown on the project plans.

Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the City.

**Bedding Material:** Bedding material shall consist of granular material having a maximum dimension of two inches and shall be free of clay or organic material.

**Method of Measurement:** Riprap will be measured by the cubic yard of protection constructed by computing the surface area measured parallel to the protection surface and the total thickness of the riprap measured normal to the protection surface.

**Basis of Payment:** The accepted quantities of riprap measured as provided above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for the work, complete in place, including excavation, backfill, surface preparation, furnishing and installing the rock, filter fabric and bedding material.

**ITEM 220404 PLAIN RIPRAP, 5' - 7' DIAMETER ROUND BOULDERS**

**General:** Rock shall be sound and durable, free from clay or shale seams, cracks or other structural defects. The Bulk Specific Gravity (SSD) shall be determined in accordance with the requirements of AASHTO T-85 and shall be a minimum of 2.4. Rock used to construct plain riprap shall be oblong or round in shape. Rock shall have a least dimension not less than one-half of its greatest dimension and gradation in reasonable conformity with that shown herein for the various types of bank protection. Control of the gradation will be by visual inspection.

**Plain Riprap:** Gradation of the rock for plain riprap shall be as shown on the project plans. The color and texture of the boulders shall be similar to native rock at the project site. All boulders shall be visually inspected and approved at the source before transporting to the site.

All exposed surfaces of the rock shall be stained with an approved desert varnish stain.

**Placement:** The placement of the boulders in the drop structure shall be done in accordance with the details in the plans and the approval of the engineer. The placement of the boulders in the channel bottom shall be done so the rocks protrude no more than 3 feet above finished channel grade. Clusters of boulders shall number no more than three and shall be spaced no less than 50 feet apart. The boulder placement shall be approved by the engineer before backfilling and seeding.

Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the City.

**Bedding Material:** Bedding material shall consist of granular material having a maximum dimension of two inches and shall be free of clay or organic material.

**Method of Measurement:** Riprap will be measured by the cubic yard of protection constructed by computing the surface area measured parallel to the protection surface and the total thickness of the riprap measured normal to the protection surface.

**Basis of Payment:** The accepted quantities of riprap measured as provided above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for the work, complete in place, including excavation, backfill, surface preparation, furnishing and installing the rock, filter fabric and bedding material.

**ITEM 310106 6" ABC**

**General:** The work under this item shall comply with the requirements of MAG Section 310 except as modified herein.

**Measurement:** 6" ABC will be measured to the nearest square yard as indicated in the Schedule of Bid Items and within the designated limits as shown on the plans.

**Payment:** Text in Section 310.4 shall be deleted and the following inserted: 6" ABC will be paid at the unit price bid per square yard as indicated on the schedule of Bid Items, which amount shall be considered full compensation for the work complete and in place.

**ITEM 321011 PAVEMENT SECTION AT TERMINATION, MAG DTL 201, TYPE 'A'**

**General:** The work under this item shall comply with the requirements of MAG Section 321 except as modified herein.

**Measurement:** Pavement Section At Termination will be measured for payment by the linear foot measured along the length of constructed thickened edge pavement termination.

**Payment:** Pavement Section At Termination, measured as provided above, will be paid for at the contract price per linear foot of constructed pavement termination, complete in place.

**ITEM 321202 ASPHALT CONCRETE PAVEMENT**

**General:** Text in MAG Sections 315.4, 315.5, 329.6, and 329.7 regarding measurement and payment for bituminous prime and tack coats is deleted. The applicable portions of MAG Section 321, Asphalt Concrete Pavement, are amended as follows:

**Materials and Manufacture:** All asphaltic concrete used in the project shall conform to MAG Section 710 except as herein described. Paving asphalt shall be AC-20, AC-30 or AC-40, as directed by the Engineer. Mineral aggregate for C-3/4 shall have 100 percent pass the 3/4 inch sieve. A mineral filler of dry hydrated lime or portland cement shall be added to the mix in the amount of 1.0 percent minimum and 1.5 percent maximum by weight.

A mix design shall be submitted to the Contract Administrator by the Contractor and be approved before any mix is placed. The mix design shall be prepared by a Professional Engineer or Certified Lab Technician experienced in the design and

testing of asphaltic concrete mixes. The submittal shall be signed by a responsible representative of the Contractor.

Recycled Asphaltic Concrete (RAC) containing Reclaimed Asphalt Pavement (RAP) may be used subject to the approval by the Engineer of the mix design submitted by the Contractor. The submittal shall include all test data required by MAG Sections 709 and 719. Mixing and placing of the RAC shall conform to MAG Sections 710 and 719.

**Placing, Spreading, and Finishing:** No pavement construction shall start until conflicting underground utility construction is completed. The base course shall not be placed on prepared subgrade until compaction tests have been completed and accepted by the COS Field Engineering Manager or designated representative.

When new pavement is to meet existing pavement, the edges of the existing pavement shall be saw-cut to a true, regular vertical line, cleaned of all foreign material, and painted with emulsified asphalt before the new pavement is placed adjacent to the existing pavement.

The exact point of matching termination and overlay, if necessary, shall be determined in the field by the Field Engineering Manager or designated representative.

**Preservative Seal:** MAG Section 321.5.5 shall be deleted. No preservative seal coats will be placed on new asphalt.

**Measurement:** Text in Section 321.8 shall be deleted and the following inserted:

Measurement of Asphaltic Concrete Pavement will be made to the nearest square yard for each thickness of pavement, as indicated in the Schedule of Bid Items, and within the designated limits of paving shown on the plans.

**Payment:** Text in Section 321.9 shall be deleted and the following inserted:

Asphalt concrete pavement will be paid at the unit price bid per square yard as indicated on the Schedule of Bid Items, which amount will be considered full compensation for the work complete and in place including any specified tack and/or prime coats.

#### **ITEM 321901 CONSTRUCT 2" AC (C-3/4") DETOUR COMPLETE**

**Description:** The work under this item shall consist of furnishing and installing temporary pipe culverts, clearing and grubbing, excavation and backfill, saw cutting and removal of existing pavement, subgrade preparation, asphaltic concrete pavement

construction, signing and temporary pavement marking, obliterating conflicting existing roadway striping, maintenance of detour roadway and temporary pipe culverts in operable condition during construction, and removal, obliteration and restoration to preconstruction condition and appearance, upon completion of construction.

**Materials:** All materials used in the construction of this item shall conform to the requirements of the appropriate MAG specification and COS supplement.

**Construction:** All construction shall be performed in accordance with the project plans and with the requirements of the appropriate MAG specification and COS supplement.

**Measurement:** All work described herein and shown on the project plans shall be measured for payment as a single lump sum item, complete in place.

**Payment:** Payment for the work to be completed under this item, as measured above, will be paid for at the contract lump sum price, complete in place.

#### **ITEMS 340122 THRU 340126 CONCRETE CUTOFF WALLS**

**Description:** These items of work consist of excavation and construction of concrete cutoff walls at the locations and as shown in the project plans.

**Materials:** Concrete shall conform to MAG Section 725 for Class C concrete. Reinforcing steel shall conform to the requirements of MAG Section 727.

**Construction:** Excavation shall conform to the requirements of MAG Section 206 for structure excavation. Concrete shall be placed in accordance with MAG Section 505.

**Measurement:** The concrete cutoff walls of various sizes will be measured for payment by the square foot measured along the large face of the cutoff wall.

**Payment:** The concrete cutoff walls, measured as provided above, will be paid for at the contract unit price per square foot, complete in place.

#### **ITEMS 350001 THROUGH 350441 REMOVAL OF EXISTING IMPROVEMENTS**

**General:** The work under these items shall comply with MAG Section 350 and the COS supplement except as modified herein.

This work shall also include, but not be limited to, the following:

The sawcutting and removal of existing asphaltic concrete pavement and base material as shown on the plans.

The removal of existing concrete/masonry culvert headwalls, as shown on the plans.

The removal of existing concrete catch basins, as shown on the plans.

The removal of existing pipe culverts, as shown on the plans.

The removal of existing grouted riprap, as shown on the plans.

The removal of existing steel handrail, as shown on the plans.

**Salvage and Disposal:** The City shall determine which items are to be salvaged. Salvaged items shall be removed with care and delivered at no additional cost, by the Contractor, to the City's Corporation Yard at 9191 E. San Salvador, Scottsdale, Arizona.

All other items shall become the property of the Contractor and shall be legally disposed of by the Contractor. The disposal of all waste materials removed under this item shall be the responsibility of the Contractor. The disposal site shall be approved by the City.

**Payment:** Delete text in Section 350.4 and insert the following:

Payment for itemized removals will be per the bid prices and unit of measurement indicated on the Schedule of Bid Items, which amount will be considered full compensation for all project removals work complete as described herein and shown on the plans.

Payment for sawcutting and removal of existing asphaltic concrete pavement and base material will be made per the unit bid price indicated on the Schedule of Bid Items measured in square yards.

#### **ITEM 350801 MISCELLANEOUS REMOVALS AND OTHER WORK**

**Description:** The work under this item shall include furnishing and supplying all equipment, materials and labor necessary to perform the excavation, removal, salvage (if so designated by COS inspector), backfill, and disposal by the Contractor of all other items which conflict with the proposed work or are designated for removal on the project plans or the COS inspector, and for which specific bid items are not included on the Schedule of Bid Items. This shall include removal of abandoned water lines after new water line construction is opened to service.

**Construction:** The work shall be performed in accordance with the appropriate section of the MAG Specifications.

**Measurement and Payment:** The work under this item will be measured for payment as a single, lump sum item. The work shall be paid for at the contract lump sum price, complete in place.

**ITEM 350802 REMOVE EXISTING FENCE**

**General:** The work under this item shall include furnishing all labor, equipment and materials necessary to perform the removal, footing excavation and backfilling, and disposal by the Contractor of the existing masonry block fence at the locations shown on the project plans.

**Measurement and Payment:** The work under this item will be measured and paid for at the contract unit price per linear foot of fence removed, complete in place.

**ITEM 401001 TRAFFIC CONTROL**

**General:** Conform to MAG Section 401, COS Section 401, City of Phoenix Traffic Barricade Manual, and the Manual of Uniform Traffic Control Devices, except as modified herein.

**Description:** Delete text in MAG Section 401.1 and insert the following:

This bid item is for all barricades, signs, lights, flagmen, off-duty uniformed police officers, etc. needed to provide a minimum of one 12 foot traffic lane in each direction through the work site. All traffic control signing, haul routes, barricading plans and intended use of off-duty uniformed police officers will be submitted to the Inspector and approved prior to starting the work and all changes to the plans will be approved before being made.

Access shall be maintained at all times. If temporary lane closures are needed, a minimum of one lane of traffic must be provided at all times, with flagmen as necessary, unless advance approval in writing is obtained from the COS Traffic Engineering Director.

The Contractor shall notify the Inspector seven days in advance of the time that work will be started in areas requiring the rerouting of traffic, traffic lane striping and removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

**Traffic Control Devices:** Append MAG Section 401.2 with the following:

All existing signs in conflict with the construction signs shall be removed, covered with plywood, or relocated.

All regulatory and warning signs shall have flags and lights displayed.

All Type II Barricades, Type III Barricades, and vertical panels shall be equipped with steady burning lights.

All orange construction signs shall use high reflectivity sheeting. All other signs shall use standard reflective sheeting. All signs to be used on the job during periods of darkness shall be reflectorized.

Pavement marking for temporary lane striping shall be 4 inch wide by 10 foot length strips of either temporary pavement marking tape or paint placed at 30 foot intervals except as otherwise shown. The pavement temperature must be 60 degrees Fahrenheit or above when tape is applied.

Temporary lane striping shall be removed by sandblasting or other approved means when the construction phase is complete if they are not covered by asphaltic concrete.

**Flagmen or Pilot Cars:** Delete text in MAG Subsection 401.3 and insert the following:

Flagmen or pilot cars shall consist of providing sufficient flagmen, uniformed off-duty law enforcement officers or pilot cars to expedite the safe passage of traffic.

COS uniformed off-duty law enforcement officers shall be provided by the Contractor when construction activities occur within 300 feet of a signalized intersection. If Scottsdale officers are not available, law enforcement officers from other local agencies may be used in their place.

The officers shall be knowledgeable of City traffic control systems and their manual use. A key for the traffic control cabinet along with any special instructions shall be obtained from Field Services, 9191 East San Salvador, Scottsdale. Contact Norm Akin, Maintenance Manager at 391-5620.

**Traffic Control Measures:** Append Section 401.4 as follows:

Whenever construction operations create a condition hazardous to the public, the Contractor shall furnish such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions.

Flagmen and guards, while on duty, and safety devices shall conform to applicable City, County and State requirements. It is the Contractor's responsibility to inform the City Inspector of hazardous conditions immediately.

Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Inspector may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the City.

Should the Inspector point out the inadequacy of warning and protective measure, such action of the Inspector shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish any pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

**General Traffic Regulations:** Contractor shall comply to MAG Section 401.5 as supplemented by COS section 401 and append as follows:

All traffic lanes, to be considered satisfactorily open, shall be paved.

Contractor will develop routes for haul trucks on public streets which will be submitted in writing through the COS Development Services for review and approval. The submittal shall include, but not be limited to, the proposed travel direction, turn movements, hours of use, street sweeping, watering and clean-up. Presently established truck routes must be used.

Approach speed limits and speed limits within the construction area shall be determined by the COS Traffic Engineering Department.

**Measurement:** Delete text of MAG Section 401.6 and insert the following:

Measurement of all traffic control work as described herein and as required for the project will be measured on a lump sum basis.

**Payment:** Delete text of MAG Section 401.7 and insert the following:

Payment for all traffic control work including the use of off-duty uniformed police officers as described above, will be paid for at the lump sum amount indicated on the Schedule of Bid Items, which payment will be considered full compensation for the work complete as described herein and on the plans.

**ITEM 401101 OFF-DUTY POLICE OFFICER CONTINGENCY**

**General:** This is a separate contingent bid item to be used in the event the COS requests the Contractor to provide services of off-duty uniformed police officers under special circumstances as directed by the Contract Administrator.

**Authorization:** The use of this bid item is only through written direction of the Contract Administrator and will include the maximum allowable hourly charge rate authorized by the Contract Administrator. Daily reports itemizing the use and number of hours worked for each officer authorized shall be submitted with each payment application along with a copy of the Contract Administrator's written authorization. All reports shall be verified and signed daily by the City Public Works Inspector.

**Officers:** City of Scottsdale off-duty uniformed police officers shall be used. In the event Scottsdale officers are not available, law enforcement officers from other local agencies may be used in their place. The officers shall be thoroughly familiar with the requirements for which their use is intended.

**Measurement and Payment:** The provisions of MAG Subsections 401.6 and 401.7 apply.

This is a contingency item in which the total amount indicated on the schedule of bid items will be adjusted accordingly by the Contract Administrator through a change order to reflect the actual amount used.

**ITEM 402001 PAVEMENT MARKINGS AND SIGNING**

**General:** The work under this item will comply with COS Supplemental Specification Section 402, except as modified herein. The re-stripping plan is a representation of existing pavement markings within the project limits. The Contractor shall verify that all existing markings are shown on the plan and replace in-kind to preconstruction condition. In addition to the new pavement marking and signing construction work shown on the project plans, the work under this item shall include the removal and relocation of all of the existing traffic signs which conflict with the new construction, or signs which are designated for removal and relocation by the COS inspector.

**Construction:** Removal and salvage shall be performed in accordance with MAG Section 350. Relocated traffic signs shall be erected in accordance with COS Section 402 and the project plans using salvaged materials if acceptable to the COS inspector. The contractor shall furnish and/or replace materials damaged or any materials necessary to complete the sign installation in accordance with COS Section 402, at no additional cost to the City. New stop signs R1-1 (30" x 30") with 3-way supplementary plate R1-3 (12" x 6"), shall be installed at the tee intersection, at the

locations shown on the project plans. New bike lane signs R7-9A (12" x 18"), shall be installed on sign post per COS Standard Detail 2131, at the locations shown on the project plans.

**Measurement and Payment:** Measurement and payment for Pavement Markings and Signing shall be made at the lump sum amount indicated on the Schedule of Bid Items and shall be considered full compensation for that work complete as shown on the plans and as described in these special provisions. Payment for removal and relocation of existing traffic signs will not be measured for direct payment, and shall be considered as included in the lump sum price bid for Pavement Markings and Signing.

#### **ITEM 430801 LANDSCAPING RESTORATION**

**Description:** The work under this item shall consist of restoring the existing landscaping which is disturbed by the contractors operations, to as nearly as practical the same visual appearance of the area prior to construction. Landscaping restoration shall include, but not be limited to, reconstruction of masonry block walls and entry structures, installation of new plantings, trees and shrubs, reconstruction of irrigation systems, decomposed granite, and other decorative or aesthetic features.

**Materials:** Materials shall be replaced in kind and shall closely match in size, texture and appearance, the features present prior to construction. Materials shall conform to the appropriate MAG Specification and COS Supplement.

**Construction:** The Contractor shall restore the areas disturbed by his construction activities, to as nearly as practical the same visual appearance of the area prior to construction. The contractor shall take photographs or videotapes of the area prior to commencing construction to establish preconstruction condition, size and appearance. The contractor will be responsible for establishing and maintaining the health of all plants during construction, which includes temporary watering. There will be no water available at the site. The method of watering will be at the Contractor's discretion, and the Contractor will be responsible for importing all necessary water to facilitate plant survival. Construction methods and procedures shall conform to the appropriate MAG Specification and COS Supplement.

**Measurement:** Measurement for landscape restoration will be made on a lump sum basis, complete in place.

**Payment:** Landscape restoration, measured as provided above, will be paid for at the contract lump sum price, complete in place.

**ITEM 430802 LANDSCAPING SALVAGE**

**Description:** The work under this item shall consist of the salvage of protected native species as shown on the project plans, storing and maintaining the salvaged plants in healthy condition, and replanting the salvaged plants or replacement plants as further described below.

**Construction:**

- (A) The plans indicate protected native species which shall be protected in place or salvaged and relocated per the provisions of the Native Plant Permit, which the Contractor is required to obtain from the COS contact, Daryl Workman (994-7938). The Contractor shall also contact the Arizona Department of Agriculture, Plant Services Division (542-4373).
- (B) The Contractor shall remove all tagged plant materials in a method such that the plants can be relocated on the project site following construction. The Contractor shall submit a written specification of the plant removal techniques to the Landscape Architect for review and approval prior to beginning any work.
- (C) The Contractor shall work with local landowners to make a site to store all salvaged materials. The Contractor will be responsible for maintaining the health and vigor of all plants during the construction period, this includes watering and protection. There will be no water available at the site. The method of watering will be at the Contractor's discretion, and the Contractor will be responsible for importing all necessary water to facilitate plant survival. Method and schedule to be submitted to the Landscape Architect for approval prior to beginning salvage operation.

The Contractor is responsible for replacement of all salvaged plant material in like kind and size that dies during the storage period at the Contractor's expense.

- (D) Following construction of the roadway and the removal of detour roadway, the Contractor shall replant all salvaged plant materials at staked locations provided by the Landscape Architect. The Contractor shall submit written specifications of planting techniques to the Landscape Architect for review and approval prior to beginning any work.

The Contractor shall remove any dead relocated native plant material within 24 hours.

- (E) If discrepancies of actual salvaged plant material quantities differ from the plans,

the Contractor shall immediately notify the Landscape Architect. In the event that there are fewer plants available than shown on the plans, the Contractor shall provide all necessary plants to make up the discrepancy. Tree replacements shall be of healthy nursery grown stock at a minimum of 24" box in size and shall be provided at no extra expense to the City.

**Measurement:** Measurement for landscaping salvage will be made on a lump sum basis, complete in place.

**Basis of Payment:** Landscaping salvage, measured as provided above, will be paid for at the contract lump sum price, complete in place.

#### **ITEM 505106 CATCH BASIN, MAG DET 535**

**Description:** The work under this item shall consist of furnishing all labor, equipment and materials and constructing catch basins at the locations and as shown in the project plans, including a two foot wide concrete apron.

**Construction:** Construction shall conform to MAG Section 505.

**Measurement and Payment:** Catch basin, MAG Detail 535 with grate per COS 2535 will be measured and paid for at the contract unit price each, complete in place.

#### **ITEM 505135 DROP INLET HEADWALLS**

**General:** The work under this item shall consist of furnishing all equipment, labor, and materials, and constructing drop inlet headwalls with trash rack per MAG Detail 502 at the locations and in accordance with the project plans and these Special Provisions.

**Materials:** Concrete shall conform to the requirements of MAG Section 725 for Class A Concrete. Reinforcing steel shall conform to MAG Section 727.

**Measurement and Payment:** Drop Inlet Headwalls will be measured and paid for at the contract unit price each, complete in place.

#### **ITEMS 505463 THROUGH 505465 CULVERT WINGWALLS**

**Description:** The work under this item shall consist of the excavation, forming, backfilling and furnishing of all materials, equipment and labor necessary to construct reinforced concrete inlet and outlet wings as described herein and at the locations and as shown in the project plans.

**Materials:** Concrete shall conform to the requirements of MAG Section 725 for Class 'A' concrete. Reinforcing steel shall conform to the requirements of MAG Section 727, meeting ASTM grade 60 requirements.

**Construction:** Construction shall conform to the details shown in the project plans, the ADOT Special details identified therein, and the requirements of MAG Section 505. Wingwalls shall be dowelled integrally to the box structure in accordance with the details shown in the project plans. The contractor may, with prior written approval of the City, construct the wingwalls as a precast component, and integrally connect by dowels or other approved methods, the precast wingwall to the precast box structure, at no additional cost to the City.

**Measurement:** Culvert wingwalls will be measured by the unit each for each length of inlet wingwall and outlet wingwall, respectively, shown in the bid schedule, complete in place, including footing construction and dowelling the wingwall to the precast box structure.

**Payment:** Culvert wingwalls, measured as provided above, will be paid for at the contract unit price each, complete in place.

#### **ITEM 505483 6" REINFORCED CONCRETE APRON**

**General:** The work under this item shall consist of furnishing all equipment, labor, and materials and constructing 6" Reinforced Concrete Apron at the locations and as shown on the project plans and in accordance with these Special Provisions. All exposed concrete surfaces shall receive a surface treatment of desert varnish stain as described under Item 505701.

**Construction Requirements:** All work and materials shall conform to the requirements of MAG Section 505. Concrete shall conform to MAG Section 725 and shall be Class 'A' with a minimum 28-day compressive strength of 3,000 psi. Reinforcing bars shall be Grade 60 steel and shall conform to MAG Section 727.

**Method of Measurement:** 6" Reinforced Concrete Apron will be measured for payment by the square yard of concrete apron constructed.

**Basis of Payment:** 6" Reinforced Concrete Apron, measured as provided above, will be paid for at the contract unit price per square yard, complete in place.

#### **ITEM 505806 CONCRETE CHANNEL RETAINING WALL**

**Description:** The work under this item shall consist of furnishing all equipment, materials and labor and performing excavation, forming, backfilling and cleanup for

constructing concrete retaining walls at the locations and as shown in the project plans. All exposed concrete surfaces shall receive a surface treatment of desert varnish stain as described under Item 505701.

**Materials:** Portland cement concrete shall conform to the requirements of MAG Section 725 for Class A concrete. Reinforcing steel shall conform to the requirements of MAG Section 727, ASTM Grade 60.

**Construction Requirements:** Construction shall conform to the requirements of MAG Section 505.

**Method of Measurement and Payment:** The work under this item shall be measured and paid for at the contract unit price per linear foot of concrete retaining wall constructed, complete in place.

#### **ITEM 505901 PRECAST CONCRETE BOX STRUCTURE**

Construction and materials shall conform to applicable portion of MAG and COS Section 505 and 619 except as modified herein.

The Contractor shall install a precast reinforced concrete box culvert structure, with precast concrete floor slab, to the dimensions and at the location shown in the project plans.

Precast reinforced concrete box materials, manufacture and design shall conform to AASHTO Standard Specifications for Highway Bridges dated 1989 and current supplements.

The Contractor shall furnish shop drawings, design calculations, and supporting documents for the reinforced concrete box structure construction in accordance with the requirements of these special provisions and MAG standard specification Section 105.2.

Shop drawings and design shall be sealed by an appropriate Arizona registrant in accordance with the Code and Rules of the Arizona State Board of Technical Registration for Architects, Assayers, Engineers, Geologists, Landscape Architects and Land Surveyors.

**Box Handling -** All precast box sections and fittings shall be furnished with lifting holes (four per box section, or as recommended by the manufacturer). The lifting device should be located as near to the wall as practical and not in the central portion of the top slab.

Concrete box foundation shall be constructed to provide uniform support for the full length of each section. A stable and uniform foundation is necessary. The foundation must have sufficient load bearing capacity to maintain the precast box in proper alignment and sustain the weight of the backfill material placed over the box section.

Existing utility lines shall be protected and/or supported when necessary as required by MAG Section 601.3. Cost for this work will be included in the unit price cost of the precast reinforced concrete box construction.

**Measurement and Payment:** Measurement and payment of precast concrete box structure will be made on a lump sum basis, complete in place, and shall include all design and shop drawing preparation, excavation, foundation construction, fabrication, delivery, and erection of the box culvert structure, backfilling to roadway subgrade, and compaction.

#### **ITEM 505902 BRIDGE CONCRETE BARRIER**

**General:** The work under this item shall consist of furnishing all equipment, labor and materials and constructing cast-in-place concrete barrier at the locations and as shown on the project plans and in accordance with these Special Provisions.

**Construction Requirements:** The work and materials shall conform to the requirements of MAG Section 505.

**Materials:** Concrete shall conform to MAG Section 725, and shall be Class A, with a minimum 28 day compressive strength of 3,000 psi. Reinforcing steel shall be Grade 60, and shall conform to MAG Section 727.

**Measurement:** Bridge Concrete Barrier will be measured for payment on the basis of linear foot of bridge concrete barrier constructed.

**Payment:** Bridge Concrete Barrier measured as provided above, will be paid for at the contract unit price per linear foot, complete in place.

#### **ITEM 505903 CONCRETE BARRIER TRANSITION**

**General:** The work under this item shall consist of furnishing all equipment, labor and materials and constructing concrete barrier transitions at the locations and as shown in the project plans and in accordance with these Special Provisions.

**Construction Requirements:** The work and materials shall conform to the

requirements of MAG Section 505.

**Materials:** Concrete shall conform to MAG Section 725, with a minimum 28-day compressive strength of 3,000 psi. Reinforcing steel shall be Grade 60, and shall conform to MAG Section 727.

**Measurement:** Concrete Barrier Transition will be measured for payment by the unit each, for each concrete barrier transition constructed.

**Basis of Payment:** Concrete Barrier Transition, measured as provided above, will be paid for at the contract unit price each, complete in place.

#### **ITEM 510002 CONCRETE BLOCK RETAINING WALL**

**General:** The work under this item shall consist of furnishing all equipment, materials, and labor and performing excavation, forming, backfilling and cleanup for constructing a new concrete block retaining wall at the locations and in accordance with the details in the project plans. Surface texture, appearance and color shall match the appearance of the adjacent existing concrete block wall.

**Materials:** All materials for concrete block masonry construction, including concrete block, mortar and grout shall conform to the requirements of MAG Sections 775 and 776. Portland cement concrete shall conform to the requirements of MAG Section 725 for Class A concrete. Reinforcing steel shall conform to the requirements of MAG Section 727.

**Construction Requirements:** Construction shall conform to the requirements of MAG Section 510.

**Measurement and Payment:** The work under this item shall be measured and paid for at the contract unit price per linear foot of concrete block retaining wall constructed, complete in place.

#### **ITEM 520001 HANDRAIL IN KIND**

**General:** The work under this item shall consist of furnishing all equipment, labor, and materials and constructing steel handrail at the locations and as shown in the project plans and in accordance with these Special Provisions.

**Construction Requirements:** All construction and materials shall comply with MAG Section 520. Steel shall be galvanized and shall match existing railing in appearance, height, post spacing, and railing spacing. All posts shall be set in Class C concrete footings which shall be crowned at the top to shed water. Footings shall be a

minimum of 30 inches deep and 8 inches in diameter, unless greater size is required to provide stable foundation for the post.

**Measurement:** Handrail In Kind shall be measured for payment by the linear foot of constructed handrail.

**Payment:** Handrail In Kind, measured as provided above, shall be paid for at the contract unit price per linear foot, complete in place.

#### **ITEM 520003 TRASH RACK**

**General:** The work under this item consists of furnishing and installing steel trash rack at the locations and as specified in the project plans, and in accordance with MAG Standard Detail 502.

**Material:** Steel for trash rack shall conform to ASTM A-36 (galvanized).

**Measurement:** Trash rack will be measured for payment by the unit each for each trash rack furnished and installed.

**Payment:** Trash rack, measured as provided above, will be paid for at the contract unit price each, complete in place.

#### **ITEM 505701 6" REINFORCED CONCRETE CHANNEL LINING**

**General:** The work under this item shall comply with MAG Section 505, and shall be measured and paid for at the contract unit price per square yard, complete in place.

Text in MAG Section 505.9, FINISHING is deleted and the following inserted: Unless otherwise specified, a broom finish will be provided.

All exposed concrete surfaces shall receive a surface treatment of desert varnish stain as described herein.

**Desert Varnish Stain:** The contractor shall furnish all materials, equipment and labor necessary for the application of a penetrating desert varnish stain to the exposed concrete surfaces and surfaces designated on the project plans or in these special provisions, and in accordance with these special provisions.

**Materials:** The desert varnish stain material shall meet the requirements specified herein. As a basis for approval, manufacturers of such products shall provide laboratory test reports certifying compliance of their stain product with each of the physical, chemical and performance requirements specified. Examples of products

which may potentially be acceptable to the engineer include Permeon Coloration Systems, by Advanced Concrete Technologies, 11622 Newport Avenue, Santa Ana, CA 92705, Phone (714) 731-0906; and Eonite, by Eonite Incorporated, 6100 South Maple Avenue, Tempe, AZ Phone (602) 820-5688.

The color and intensity of the stain shall match the color and intensity of the rock formations naturally occurring in the immediate project vicinity, and as approved by the engineer. The contractor shall not acquire the materials to stain the surfaces until he has received written notification of the final color selection from the engineer.

Prior to application of the stain, the contractor shall provide the engineer with a certificate of compliance in accordance with these special provisions. The material supplied shall meet the performance requirements listed herein. Submittal of product data sheets listing the application or use requirements, the stain constituents and their proportions, as well as materials safety data sheets is required for the stain material supplied. Approval of the stain material will not occur until all required documentation has been received by the engineer.

Desert varnish stain will be sampled and tested on a lot basis. At least one sample, not less than one quart in size, will be taken and tested. Random samples may be taken at the discretion of the engineer. Stain approved by the engineer will be identified with a green sticker affixed to it showing the project number, lot number, and batch number.

The desert varnish stain shall be ready mixed at the manufacturer's plant.

The stain shall be furnished in new, airtight containers, clearly labeled with the exact title of the stain, Federal Specifications Number when applicable, name and address of the manufacturer and lot or batch number. The containers shall meet the U.S. Department of Transportation Hazardous Material Shipping Regulations when applicable. Precautions concerning the handling of the stain shall be shown on the label of the stain containers.

Containers shall be stored at temperatures in accordance with the manufacturer's written recommendation and shall not be opened until ready for use.

The desert varnish material shall be an aqueous solution containing salts of iron and manganese, built in oxidizers and other trace elements including copper and zinc. The desert varnish stain shall involve applying a stable, one-or two-step component solution directly on the intended surfaces.

The projected life expectancy of the stain shall range from 50 to 100 years. The stain

shall develop full coloration within two weeks after the application. The final color of the stain shall be controlled or modified by custom blending of the basic ingredients, application techniques, dilution rate of the color concentrate with water or a combination of these methods.

Chemical components within the stain shall have no adverse reactions or effects on soils, plants, or animals. No corrosive by-products shall be present once the stain has been applied. Only nitrate fertilizer products shall be present as soluble residues.

**Construction Requirements:** The contractor shall submit the name of the manufacturer of the desert varnish stain he proposes to use, along with three sets of the manufacturer's specifications for mixing and application, to the engineer for written approval.

The stain shall be applied in accordance with the manufacturer's specifications. Desert varnish stain shall be applied by an Arizona licensed painting contractor with at least one year's experience with desert varnish stain, or by a manufacturer's representative applicator, if approved by the engineer.

The method of application along with the rate of application, and the surface temperature range of application shall be in accordance with the manufacturer's written recommendations. The contractor shall cover and/or protect all other surfaces existing and new, including vegetation, from the application of the stain.

The contractor shall prepare a sample of concrete with the required stain applied. The sample shall measure 3 feet by 3 feet, and the surfaces shall have pattern and texture similar to that of the completed work. The stain shall be applied using the same methods that will be used to stain the work. The samples shall be approved by the engineer.

After the preliminary sample has been approved by the engineer, a final sample shall be furnished as directed by the engineer. It shall be prepared as specified herein for the preliminary sample, and shall be placed at the project site and left for two weeks for observation.

The contractor shall not begin staining until final approval of the product is received from the engineer. Shade and tone adjustments shall be made in accordance with aesthetic considerations, and final approval may require such adjustments. No extra payment will be made due to any adjustments.

Surfaces which are to be stained shall be thoroughly cleaned in accordance with the manufacturer's written recommendations for the removal of all dirt, dust, scale or other foreign substances which could be detrimental to the stain penetration or color.

All surfaces to be stained shall be clean, completely dry, and free of frost or other foreign substances at the time of application of the stain.

The contractor shall not commence application of the stain without specific direction from the engineer.

**Measurement and Payment:** The 6" reinforced concrete channel lining will be measured for payment by the square yard of reinforced concrete channel lining constructed as shown in the Bid Schedule, complete in place. Channel lining, measured as provided above, will be paid for at the contract unit price per square yard, complete in place.

### **ITEMS 610721 WATER LINE CONSTRUCTION**

**General:** The work under these items shall conform to the requirements of MAG Section 610 except as modified herein.

Locations of the expected water line realignment are shown on the plans. Potholing information is available from the City of Scottsdale regarding the depth and location of the existing water line at selected locations.

The water line relocation shall include, but not be limited to, excavation, backfill, compaction, pipe, fittings, offsets, couplings sleeves, service connections, meters, valving, valve boxes and covers, blocking, air/vacuum release valves, joint restraint and hardware and shall conform to COS Supplemental Details No. 2370 and 2348 MAG Standard Detail 391-1 as shown and as modified on the plans. The realigned water main shall be visually inspected for leaks under line pressure prior to backfilling.

Debris caps shall be placed on all valve boxes as available through SW Services or COS approved equal.

The Contractor shall arrange with the City, and pay all applicable fees, to have the line shut down in order to perform the work. The Contractor shall have only one line shut down at any given time.

The Contractor shall provide COS Water Operations a minimum 48 hours (two working days) advance notice prior to any water shutdown.

Water line shutdowns must occur between 9 a.m. and 4 p.m., and the maximum time duration for any line to be out of service shall not exceed 8 hours in length. The Contractor shall notify all affected water users of service disruption, including dates and times, a minimum of 48 hours prior to shutdown.

**Night Work will be allowed based upon approval and coordination with City of Scottsdale Water Operations Department, Dave Petty at 391-5650.**

**Upon acceptance of the new water line construction by COS, the contractor shall remove the abandoned water line, backfill, compact and dispose of the removals in accordance with the requirements of MAG Section 350.**

**Measurement and Payment: Water line construction will be measured and paid for at the price indicated on the schedule of bid items for each item listed, and shall be considered full compensation for all excavation, removals, replacements, connections to existing mains, backfilling, services, meters, valves, valve boxes and covers, etc. as necessary for the work complete and in place.**

**ITEM 640401 UTILITY TRENCHING AND CONDUITS**

**Description: The work under this item shall consist of furnishing all materials, equipment and labor for performing trenching excavation, installing conduits and fittings, backfill and compaction, and disposal of excess material for utility line relocations, as described herein and shown on the project plans.**

**Construction: Construction shall conform to the requirements of MAG Section 601 and COS supplement, and additional requirements as may be imposed by the individual utility companies.**

**Measurement and Payment: Utility trenching, to the depths and grades as shown on the project plans, will be measured and paid for on a linear foot basis, measured along the centerline of the excavated trench, complete in place.**

**BID FORM**

**BID NUMBER 96-18**

**PROJECT NUMBER F4703**

In compliance with the Advertisement for Bids, by the City of Scottsdale Purchasing Division, the undersigned bidder:

Having examined the contract documents, work site, and being familiar with the conditions to be met, hereby submits the following bid for all labor, materials, and equipment, 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 M.A.G. Standard Specifications, Details, Uniform Codes, Ordinances, and Regulations as otherwise required by the Project Plans and Special Provisions.

Understands that the bid shall be submitted with a bid guarantee of cashier's check or surety bond for an amount not less than (10%) ten percent of the amount bid.

Agrees that upon receipt of Notice of Award, from the City of Scottsdale, to execute the contract documents.

Work shall be completed within 90 calendar days, as 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 bid is based on the following Addenda.

ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

The undersigned agrees to construct this project at the prices shown on the Schedule of Bid items, totaling \_\_\_\_\_ Dollars

(\$\_\_\_\_\_). This amount constitutes the Base Bid.

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

The City Council reserves the right, as the interest of the City requires, to reject any or all bids, to waive any informality in bids received, to award a contract by accepting or rejecting any alternate bid(s) (additive or subtractive) and reserves the right to reject the bid(s) of any bidder who has previously failed to perform competently in any contract with the City.

Contractors License Number and Classification \_\_\_\_\_

**REATA PASS WASH**  
**Schedule of Bid Items**

Project Number	F-4703	Bid Page	
Bid Call Number	96-18	Sheet	1
		Of	2

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL AMOUNT
105801	Construction Surveying and As-Builts	1	LS		
215001	Channel/Drainage, Grading & Excavation	1	LS		
215002	Drainage Swale	230	LF		
220401	Plain Riprap, D50 = 20"	1,200	CY		
220403	Plain Riprap, D50 = 16"	610	CY		
220404	Plain Riprap, 5' - 7' Dia. Round Boulders	1,100	CY		
310106	6" ABC	1,335	SY		
321011	Pavement Section at Termination MAG Std. 201, Type 'A'	661	LF		
321202	Asphalt Concrete Pavement, 2" AC (C-3/4")	1,335	SY		
321901	Construct 2" A.C. (C-3/4") Detour Complete	1	LS		
340122	Concrete Cutoff Wall 1' Wide x 12' Deep per Detail 1	6,756	SF		
340123	Concrete Cutoff Wall 8" Wide x 2' Deep per Detail 2	2,690	SF		
340124	Concrete Cutoff Wall 1' Wide x 12' Deep per Detail 3	3,468	SF		
340125	Concrete Cutoff Wall 1' Wide x 16' Deep per Detail 3	15,424	SF		
340126	Concrete Culvert Apron Cutoff Wall	2,760	SF		
350001	Saw Cut and Remove AC Pav't and Base	1,088	SY		
350221	Remove Pipes (36")	328	LF		
350321	Remove Grouted Riprap	380	SY		
350441	Remove Storm Drain Headwalls	160	LF		
350801	Misc. Removals and Other Work	1	LS		
350802	Remove Existing Fence	230	LF		
401001	Traffic Control	1	LS		
401101	Off-Duty Police Officer (contingency)	80	HR		
402001	Pavement Markings and Signing	1	LS		
430801	Landscaping Restoration	1	LS		
430802	Landscaping Salvage	1	LS		
440002	Backflow Preventer with Cage(1 1/2")	1	EA		
440800	Landscaping Irrigation System	18,000	SF		
505106	Catch Basin - MAG Det 535	1	EA		
505135	Drop Inlet Headwalls	2	EA		
505463	Culvert Inlet Wingwall ADOT Std. B-04.40	2	EA		
505464	Culvert Outlet Wingwall (West Side) ADOT Std. B-04.20	1	EA		
505465	Culvert Outlet Wingwall (East Side) ADOT Std. B-04.20	1	EA		
505483	6" Reinforced Concrete Apron	515	SY		
505806	Concrete Channel Retaining Wall	1,035	LF		
505901	Pre-cast Concrete Box Structure	1	LS		

**REATA PASS WASH**  
**Schedule of Bid Items**

Project Number	<b>F-4703</b>	Bid Page	
Bids/RFI Number	<b>96-18</b>	Sheet	<b>2</b>
		Of	<b>2</b>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL AMOUNT
505902	Bridge Concrete Barrier	240	LF		
505903	Concrete Barrier Transition	2	EA		
510002	Concrete Block Retaining Wall	120	LF		
520001	Handrail (In Kind)	155	LF		
520003	Trash Rack MAG Dtl 502	3	EA		
525016	6" Reinforced Concrete Channel Lining	1,655	SY		
610721	6" DIP Water Line	484	LF		
621036	36" CMP	118	LF		
640401	Utility Trenching & Conduits	990	LF		

Contractor's Name: \_\_\_\_\_

**Total Bid** \_\_\_\_\_ Dollars  
 (In writing) \_\_\_\_\_ Cents  
 \$ \_\_\_\_\_

**BID FORM**

**BID NUMBER 96-18**

**PROJECT NUMBER F4703**

THIS BID 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 \_\_\_\_\_. By submitting this bid (I), (WE) hereby agree to enter into the Contract included in the bid documents and (I), (WE) further agree that this bid incorporates by reference to the same extent as if set forth herein in full all of the terms and conditions contained in said bid documents identified as BID NO. 96-18, including Plans, Standard Specifications and Details, Project Manuals, Special Provisions, Addenda, if any, Performance Bond, Payment Bond and Certificate of Insurance.

Respectfully submitted:

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL. NO. \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ BY: \_\_\_\_\_

WITNESS:  
IF BIDDER IS AN INDIVIDUAL

OFFICER AND TITLE (SEAL)

**BID BOND**

**BID NUMBER: 96-18**

**PROJECT NUMBER: F4703**

**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 Ten Percent (10%) of Bid Amount, 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 \_\_\_\_\_, 1995. The conditions of the above obligation are such that whereas the City Council of the City of Scottsdale, did order the following works to be done, to wit: 96-18, construction of four (4) each 28' x 10' precast concrete box culverts including, but not limited to, channel excavation, utilities relocation, native plant landscaping, and roadway construction.**

**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 Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.**

**ATTEST:**

\_\_\_\_\_  
**ATTORNEY IN FACT**

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

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

BY: \_\_\_\_\_

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

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

**NOTICE OF AWARD**

**BID NUMBER: 96-18**

**PROJECT NUMBER: F4703**

**PROJECT NAME: PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

**TO** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified that you were awarded the contract for construction of four (4) each 28' x 10' precast concrete box culverts including, but not limited to, channel excavation, utilities relocation, native plant landscaping, and roadway construction by the Scottsdale City Council on \_\_\_\_\_ in the amount of \$\_\_\_\_\_. You are required by the Terms and Conditions of this bid to execute the Construction Contract and to furnish Contractor's Performance and Payment Bonds and submit the appropriate Certificate(s) of Insurance within ten (10) days from the date of this Notice.

If you fail to execute the Construction Contract, furnish the required bonds, and submit Insurance Certification(s) within ten (10) days from the date of this Notice, the City will consider this as a forfeiture of your Bid Bond. The City 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 City of Scottsdale.

**BY:** \_\_\_\_\_

**ACCEPTANCE OF NOTICE:**

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

**BY:** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 1995.

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
**My Commission Expires**

**CITY OF SCOTTSDALE  
CONSTRUCTION CONTRACT**

**BID NUMBER: 96-18**

**PROJECT NUMBER: F4703**

**PROJECT NAME: PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

**THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between \_\_\_\_\_, herein after designated "Contractor" and the City of Scottsdale, County of Maricopa, and State of Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "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 Bid No. 96-18, Project No. F4703 and to completely and totally construct the same and install the material therein for the Owner, in a good workmanlike and substantial manner to the satisfaction of the Owner and under the direction and supervision of the Owner, or other properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared for the Owner, and with such modifications of the same and other documents that may be made by the Owner or other properly authorized agents, as provided herein.**

**The Contractor agrees that this Contract, as awarded, is for Bid No. 96-18, Project No. F4703, PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH in the amount of \$\_\_\_\_\_ and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form.**

**ARTICLE II - CONTRACT DOCUMENTS: Bid No. 96-18, Plans, Standard Specifications and Details, Project Manuals, General and Special Provisions, Addenda, if any, and Contractor's Bid, as accepted by the Mayor and Council. 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 bid form.**

BID NUMBER: 96-18

PROJECT NUMBER: F4703

PROJECT NAME: PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH

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 Contract Administrator or other properly authorized agent and to Owner's 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 Bid Form made a part hereof. Any progress payments made shall be in accordance with the General Conditions as set forth in the Contract Documents which are a part hereof and final payment shall be made within forty (40) days after final inspection and acceptance of the work.

ARTICLE V - CONTRACTOR ADMINISTRATOR: shall be David Fern or designee.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

CITY OF SCOTTSDALE

ATTEST:

By: \_\_\_\_\_  
Herbert R. Drinkwater, Mayor

By: \_\_\_\_\_  
Sonia Robertson, City Clerk

CONTRACTOR: \_\_\_\_\_

REVIEWED:

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Rocky Armfield  
Risk Management Director

CITY/STATE/ZIP: \_\_\_\_\_

\_\_\_\_\_  
Monroe C. Warren  
Purchasing Director

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

\_\_\_\_\_  
David Fern  
Contract Administrator

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

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

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_ (hereinafter called the Principal) as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, 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 Scottsdale, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1995 for Bid No. 96-18, Project No. F4703, PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH, 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 Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgement reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the \_\_\_\_ day of \_\_\_\_\_, 1995

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY:

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

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

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

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

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

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, 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 Scottsdale dated the \_\_\_\_\_ day of \_\_\_\_\_, 1995 for Bid No. 96-18, Project No. F4703, PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH, 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 Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains 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, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall be recover as a part of the judgement reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the \_\_\_\_\_ day of \_\_\_\_\_, 1995

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY:

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

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

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

**CITY OF SCOTTSDALE  
CERTIFICATE OF INSURANCE**

<b>City Department:</b>	<b>Project Title:</b> Pinnacle Pk Crossing	<b>Contract #:</b> 96-18		
<b>Companies Affording Coverage</b>		<b>Current State of Arizona License</b>		<b>Current A.M. Best Rating</b>
<b>Producer:</b>	A. _____	Yes	No	_____
	B. _____	_____	_____	_____
	C. _____	_____	_____	_____
	D. _____	_____	_____	_____
	E. _____	_____	_____	_____
<b>Insured:</b>				

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS (,000)
	<b>General Liability</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/> Owner's & Contractor's Prot. <input type="checkbox"/> Per Project Product/Completed Operations				<b>General Aggregate</b> Products-Comp/Op Agg. \$ _____ Personal & Adv. Injury \$ _____ Each Occurrence \$ _____ Fire Damage (any one fire) \$ _____ Med. Exp. (any one person) \$ _____
	<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				<b>Combined Single Limit</b> \$ _____  Bodily Injury (per person) \$ _____ Bodily Injury (per accident) \$ _____ Property Damage \$ _____
	<b>Professional Liability</b> <input type="checkbox"/> Type _____ <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Claim \$ _____ All Claims \$ _____
	<b>Excess Liability</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than umbrella form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence \$ _____ Aggregate \$ _____
	<b>Workers Compensation</b>  <b>Employer's Liability</b>				<b>Statutory Limits</b>  Each Accident \$ _____ Disease-Policy Limit \$ _____ Disease-Each Employee \$ _____
	<b>Builder's Risk</b>				
	<b>Other:</b>				

**Description of Operations/Locations/Vehicles/Special Items:**

For general liability, automobile liability and excess liability the City of Scottsdale is named as an additional insured. It is agreed that coverages afforded under the policies certified in this certificate shall be primary and any insurance or self-insurance program carried by the City shall be excess and not contributory insurance to that provided by the name insured. It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the City without (30) days written notice to the City. This certificate is not valid unless countersigned by an authorized representative of the insurance company(ies).

<b>CERTIFICATE HOLDER/ADDITIONAL INSURED</b> City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Authorized Representative of the insurance company(ies)  Signature: _____  Date: _____
--	--

**NOTICE TO PROCEED**

**BID NUMBER: 96-18**

**PROJECT NUMBER: F4703**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT NAME: PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

In accordance with the Contract dated \_\_\_\_\_, 1995, you are hereby notified to commence work on \_\_\_\_\_, 1995 and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 1995. Official time extensions thereto shall be considered and authorized in strict conformance with General Conditions or M.A.G. 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 \_\_\_\_\_ 1995.

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
**My Commission Expires**

**AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

**BID NUMBER: 96-18**

**PROJECT NUMBER: F4703**

**PROJECT NAME: PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

**To the City of Scottsdale, Arizona**

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

**The undersigned, for the total consideration of \$ \_\_\_\_\_, including the final pay estimate of \$ \_\_\_\_\_, 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, action, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said project construction items and/or services.**

**Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_ 1995.**

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**BY:**

**STATE OF ARIZONA                    )**  
**) ss**  
**COUNTY OF MARICOPA            )**

**The foregoing instrument was subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 1995.**

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
**My Commission Expires**



**CONTRACTOR'S NOTICE OF  
FINAL ACCEPTANCE**

**BID NUMBER: 96-18**

**PROJECT NUMBER: F4703**

**PROJECT NAME: PINNACLE PEAK ROAD CROSSING AT REATA PASS WASH**

Construction on the above project was completed on \_\_\_\_\_ and on \_\_\_\_\_ a final inspection was made of the subject improvements by this office. The work substantially conforms to the approved plans and specifications. We, therefore, accept those portions within the public R/W into our system for maintenance.

Approved By:

\_\_\_\_\_  
Contract Administrator  
Recommended By:

\_\_\_\_\_  
Capital Project Management Director

cc: City Clerk  
Accounting Director  
Risk Management Director  
Audit Director  
Purchasing Director  
Other:

**ASSIGNMENT OF TIME CERTIFICATES OF DEPOSIT  
IN LIEU OF TEN PERCENT RETENTION**

TIME CERTIFICATE NO. \_\_\_\_\_

TIME DEPOSIT RECEIPT ACCOUNT \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "Assignor", having been awarded a construction contract to build the \_\_\_\_\_ a construction contract to build the \_\_\_\_\_ Bid Number 96-18 for the City of Scottsdale, and desiring to take advantage of A.R.S. 34-221.A.5, and assign certain time certificates of deposit in lieu of ten percent (10%) retention of the contract proceeds as required by said statute, hereby assigns to the City of Scottsdale, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the above identified time certificate of deposit up to the sum of \$ \_\_\_\_\_.

This assignment shall remain in full force and effect until the construction project identified above is completed and accepted by "Assignee", at which time the "Assignee" will release all of its interest in the assignment.

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

Its: \_\_\_\_\_

**RECEIPT AND WAIVER**

The undersigned financial institution hereby acknowledges to the City of Scottsdale that it has received written notice from Assignor \_\_\_\_\_, of the assignment to the City of Scottsdale of time certificates of deposit in the amount of \$ \_\_\_\_\_, Account No. \_\_\_\_\_ Time Certificate No. \_\_\_\_\_. Undersigned financial institution further hereby waives any and all rights or powers of setoff of said financial institution against either the City of Scottsdale or \_\_\_\_\_, in relation to the above listed deposits or certificates. The undersigned financial institution further warrants to the City of Scottsdale that it has on deposit the time certificates described in the foregoing assignment and in the amount assigned.

Undersigned further warrants that the certificates described in the assignment do not contain any prohibition against such assignment and that undersigned is not aware of any assignment, lien, encumbrance, hold, claim or other obligation against the above identified account other than the assignment thereof to the City of Scottsdale and that it will not pay said funds to any party other than the City of Scottsdale until such time as the City has released the foregoing assignment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Financial Institution

By: \_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

STATE OF ARIZONA )

) ss

County of Maricopa )

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1995

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

\_\_\_\_\_  
NOTARY PUBLIC

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