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Specifications
&
Contract Documents
For

THOMAS ROAD BRIDGE
INLET AND OUTLET

SD-7545



MAY, 1976



CAPITAL IMPROVEMENTS

A680.517

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JUN 18 1976

Remarks:

June 17, 1976

PROJECT NO. SD-7545

ADDENDUM NO. 2 - THOMAS ROAD BRIDGE INLET - OUTLET

This addendum provides for additions, deletions, modifications and/or supplements to the contract specifications and plans.

PLANS

A. Sheets 2,3,4,5,7,9, and 10 of the contract drawings have been revised as noted and are attached hereto. Sheet 18 has been added and details revised grading in the channel. Sheet 19A has been added to the plans, and refers to the bid alternate in this addendum.

SPECIFICATIONS

SPECIAL PROVISIONS:

- B. Add to 1.2 CHANNEL EXCAVATION (main channel), plan sheet 18 shall also apply.
- C. Add to 1.3 FILL CONSTRUCTION, plan sheet 18 shall also apply.
- D. Add to 1.15 SLOPE PAVING AT BRIDGE, grouted cobbles shall be installed on the slope paving south from STA. 1+60. This shall also include slope paving along the top of the future bike path.
- E. Add to SEC. 1.16, Retaining Walls, all exposed conc. surfaces shall be Class I finish as per MAG. SPEC. 505.9.3.
- F. DELETE SEC. 1.22.
- G. Add Sec. 1.24 ALTERNATE FILL CONSTRUCTION - Sheet 19A.

MAG. SPEC. 211 "Fill Construction" shall apply. Spoil sites shown on sheet 19A shall be required fill areas. Refer to notes on Sheet 19A for information on haul routes to these sites. Unit prices shall include cleaning and grubbing on alternate fill sites.

H. Sec. 3.2 - "This does not include work on dikes, walls or the storm drain". Should be revised to read "This does not include work on walls, slope protection or the storm drain. The contractor shall be prepared to begin excavation and fill construction in the main channel and alternate fill site (Sheet 19A, if awarded) on or before July 5. MAG. SPEC. 108.7 and 108.9 liquidated damages shall apply to this portion of the work after 21 calendar days of the issuance of the Notice-



To-Proceed; the total contract amount shall be used in computing liquidated damages on this portion of the contract."

I. Add 6.0 SRP POWERLINE - SRP will be placing the existing powerline underground and removing the poles. This work may take place during the channel excavation and fill construction. The contractor is so advised.

J. Add 7.0 CUT-FILL BALANCE - The following identifies the total cut and fill north and south of the bridge including irrigation ditches and drainage swales:

<u>CUT</u>	<u>FILL</u>
NORTH - 33,250 c.y.	38,500 c.y.
SOUTH - 42,610 c.y.	15,320 c.y.
TOTAL - 75,860 c.y.	53,820 c.y.

Quantities are approximations and verification of the quantities is the responsibility of the contractor.

MAG. SPEC. 109.4, 1975 SUPPLEMENT "Compensation for Alteration of Work" shall not apply should it become necessary to extend excavation to the north (plan sheet 5) to balance the fill requirements.

PROPOSAL:

K. Bid item 2. " 83,830 c.y. channel excavation (main channel)" should be revised to read "65, 540 c.y. channel excavation (main channel)".

L. Bid item 3. "40,000 c.y. fill construction (in place)" should be revised to read " 53,820 c.y. Fill construction (in place).

M. Bid item 4 " 8,459 c.y. channel excavation (irrigation ditches and drainage swales)" should be revised to read "10,320 c.y. channel excavation (irrigation ditches and drainage swales)".

N. Bid item 14 "96 s.y. Slope paving at box culvert" should be revised to read "140 s.y. slope paving at box culverts."

O. Bid item 15 "2570 s.y. slope paving at bridge "should be revised to read "2870 s.y. slope paving at bridge".

P. Delete Bid item 22 "power pole protection".

Q. Add alternate bid item 24.



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<u>ITEM NO</u>	<u>QUANTITY AND UNIT</u>	<u>DESCRIPTION AND UNIT PRICE IN WRITTEN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
24	20,000 c.y.	Alternate Fill Construction (in place)		

_____ Dollars

_____ Cents

Per c.y.

Bid item 24 shall not be added to the total bid.

USE REVISED ATTACHED BIDDING SCHEDULE.

BY: _____
George Iannella, Director
Capital Improvements Engineering

REVISED PROPOSAL (TO BE USED FOR SUBMITTING BIDS)

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
1.	30 Acres	Clearing & Grubbing Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Acres \$ _____ \$ _____</p>	
2.	65,540 C.Y.	Channel Excavation (Main Channel) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
3.	53,820	Fill Construction (in place) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
4.	10,320	Channel Excavation (Irrigation Ditches and Drainage Swales) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
5.	1 Lump sum	Lower Existing S.R.P. Headwall Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
6.	Lump Sum	Miscellaneous Work Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
7.	Lump Sum	Dumped Cobble Bank Protection Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
8.	66 C.Y.	Grouted Cobble Drop Structures (4) Sum of		
		_____ Dollars		
		_____ Cents		
		Per C.Y.	\$ _____	\$ _____
9.	221 C.Y.	Grouted Cobble Ditches (4) Sum of		
		_____ Dollars		
		_____ Cents		
		Per C.Y.	\$ _____	\$ _____
10.	1185 L.F.	Ford-Concrete Walls AHD-C 19.01 Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
11.	15 C.Y.	Irrigation Ditch Cutoff Walls (4) Sum of		
		_____ Dollars		
		_____ Cents		
		Per c.y.	\$ _____	\$ _____
12.	3030 S.Y.	Cement Treated Base Floor Sum of		
		_____ Dollars		
		_____ Cents		
		Per s.y.	\$ _____	\$ _____
13.	2744 S.F.	Concrete Floors Sum of		
		_____ Dollars		
		_____ Cents		
		Per s.f.	\$ _____	\$ _____
14.	96 S.Y.	Slope Paving At Box Culvert Sum of		
		_____ Dollars		
		_____ Cents		
		Per s.y.	\$ _____	\$ _____
15.	2870 S.Y.	Slope Paving At Bridge Sum of		
		_____ Dollars		
		_____ Cents		
		Per s.y.	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	<u>UNIT PRICES</u>	<u>TOTAL</u>
21.	Lump Sum	Storm Drain Outlet Structure And Flap Gate Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____

23.	330 L.F.	Guardrail-Phx. S.D. 130 Mod. Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____

ITEMS 1 THRU
23 EXCLUDING 22

TOTAL BID _____ DOLLARD

_____ CENTS

\$ _____

24.	20,000 C.Y.	Alternate Fill Construction (in place)		
		Sum of		
		_____ Dollars		
		_____ Cents		
		Per C.Y.	\$ _____	\$ _____

ITEMS 1 THRU 24
EXCLUDING 22

TOTAL ALTERNATE BID _____ DOLLARS

_____ CENTS

\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
16.	Lump Sum	Retaining Walls Class "A" Concrete (226 C.Y. Approx.) Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
17.	Lump Sum	Retaining Walls-Steel (31,200 lbs. Approx.) Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
18.	Lump Sum	Junction Box Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____
19.	110 L.F.	36" R.G.R.C.P. Storm Drain Sum of		
		_____ Dollars		
		_____ Cents		
		Per L.F.	\$ _____	\$ _____
20.	Lump Sum	Drop Inlet Catch Basin and Trash Rack Sum of		
		_____ Dollars		
		_____ Cents		
		Per Lump Sum	\$ _____	\$ _____



June 8, 1976

PROJECT NO. SD-7545

THOMAS RD. BRIDGE INLET-OUTLET

ADDENDUM NO. I

This addendum provides for additions, deletions, modifications and/or supplements to the contract specifications and plans covering the Bridge Inlet-Outlet.

SPECIFICATIONS

A. ADD Map A, Page 2, Spoil Sites

SPECIAL PROVISIONS - ADD THE FOLLOWING:

- B. 1.16 Backfill shall include uncompleted backfill behind the existing retaining walls (approx. 2:1 slope up from base of existing walls incomplete).
- C. 1.23 Guardrail - Phx. S.D. 130 Mod., Plan Sheet 9. Guardrail shall be Phx. Std. Det. 130 Modified. 4" x 4" posts may be substituted for 6" x 6" posts; and shall be set on 10' rather than 5' centers. Post shall be concrete encased min. 4" thickness all around. Rail shall be painted white (no stripes).

PROPOSAL

C. ADD to the total bid submitted in the proposal:

<u>Item No.</u>	<u>Quantity and Unit</u>	<u>Description and Unit Price in Written Words</u>	<u>Unit Price</u>	<u>Total</u>
23	330 L.F.	Guardrail - Phx. S.D. 130 Mod.	\$ _____	\$ _____

Dollars
Cents
Per L.F.

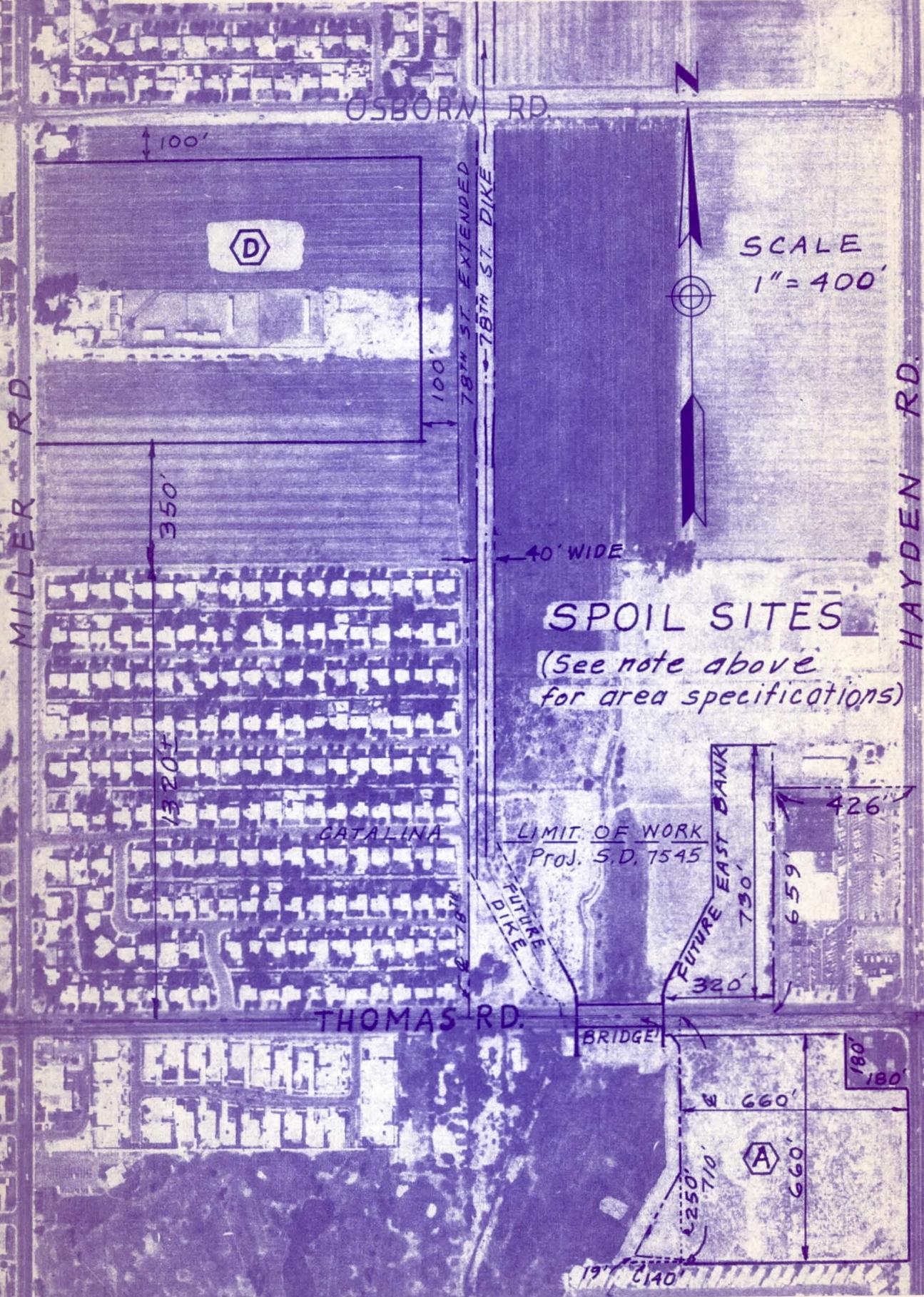
By: George Fannella
George Fannella, Director
Capital Improvements Engineering

MAP "A", page 2 - SPOIL SITES

SITE
D

DESCRIPTION

May Stockpile material to allow an even spreading over area at 3.5' average depth. Approximate quantity acceptable is 40,000 c.y.



PROJECT NO. SD-7545

TO: ALL BIDDERS

There will be a prebid conference, 9:00 A.M., Friday June 18th at the City Hall Conference Room.

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NOTICE INVITING PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Scottsdale, Maricopa County, State of Arizona, ordered: Construction of the Thomas Road Bridge Inlet And Outlet (SD-7545)

SEALED BIDS WILL BE RECEIVED until 10:00 A.M. June 24th, 1976, by the City Clerk in the Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona. At this time, the bids will be publicly opened and read aloud for furnishing all materials, equipment and labor and performing all the work necessary in approximate quantities for the excavation of 84,000 C.Y., fill of 40,000 C.Y., 3000 S.Y. of CTB Floor, and 200 C.Y. of Retaining Wall Concrete. The City Council reserves the right, as the interest of the owner may require, to reject any and all bids, to waive any informality in bids received, and to accept, increase or reduce the quantities of any or all items of any bid, unless the bidder qualified such bid by specific limitation, and reserves the right to reject the bid of any person who has been delinquent or unfaithful to any contract with the City of Scottsdale.

Plans, specifications and proposal forms may be obtained from the office of the Director, Capital Improvements Engineering, 3939 Civic Center Plaza, Scottsdale, Arizona, for a sum of \$30.00 Dollars. This fee is nonrefundable.

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

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

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

Bids shall be marked:

Bid of _____, contractor, for Construction Of The Thomas Rd. Bridge Inlet And Outlet (SD-7545).

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

For those contractors interested in purchasing plans & specs by mail, there will be an additional advance charge of \$5.00 to cover postage and handling. Therefore, a check made payable to the City of Scottsdale in the amount of \$35.00 should accompany your request.

CITY OF SCOTTSDALE, ARIZONA

BY George Iannella
George Iannella, Director
Capital Improvements Engineering

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19____ and Information for Bidders.

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

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

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

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

Dated this _____ day of _____, 19_____.

City of Scottsdale

By: _____

Title: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____
this the _____ day of _____,
19_____.

By: _____ Title: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 19____, on _____, 19____, and you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 19____. Official time extensions thereto shall be considered and authorized in strict conformance with the applicable General Conditions of the Standard Specifications.

City of Scottsdale

By: _____
George Iannella, Director
Capital Improvements Engineering

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By: _____
this the _____ day of _____, 19____.

By: _____
Title: _____

INFORMATION FOR BIDDERS

GENERAL

Plans, specifications, and proposal forms may be obtained from the office of the Director of Capital Improvements Engineering, Scottsdale City Hall, 3939 Civic Center Plaza, Scottsdale, Arizona, upon the payment of \$30.00 Dollars. There will be no refund for plans returned.

BONDS REQUIRED

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

EXECUTION OF CONTRACT

The Contractor shall execute the Contract with the City of Scottsdale within Five (5) days after receiving the Notice of Award for the Contract.

START AND COMPLETION OF WORK

Work shall start within five (5) days after issuance of NOTICE TO PROCEED and shall be completed within one hundred and twenty (120) calendar days after such issuance.

MEASUREMENT AND PAYMENT

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

STANDARD DETAILS AND SPECIFICATIONS

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

SUBMITTING BIDS

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

INTERPRETATION OF QUOTED PRICES

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

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

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

CONTRACTOR'S COVERAGE

The contractor shall furnish satisfactory proof of carriage of insurance, and shall submit to the Engineer a Certificate of Insurance on forms furnished by the City. Neither the contractor nor any subcontractor shall commence work under this contract until the City has approved all insurance policies.

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

in all of the insurance policies required under this contract, and shall submit to the City of Scottsdale the completed certificate of insurance form contained in the contract documents section of these specifications (Pages CI-1 and CI-2).

The minimum limits required are:

Public Liability Insurance

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

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

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

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

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

PERMITS

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

GENERAL CONDITIONS

1. SCOPE

The work covered by these specifications consists of furnishing all plant, labor, equipment, materials for construction of The Thomas Road Bridge Inlet And Outlet (SD-7545),

in accordance with the "STANDARD SPECIFICATIONS & DETAILS," "THE GENERAL CONDITIONS" and the "SPECIAL PROVISIONS." The drawings which show the details of the work specified herein are designated as the "PLANS" and form an integral part of the contract documents.

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

2. STANDARD SPECIFICATIONS AND DETAILS

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

3. DEFINITIONS

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

Design Engineer: City of Scottsdale, Capital Improvements Engineering

Owner: City of Scottsdale

4. CONSTRUCTION PRACTICE

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

5. TRAFFIC CONTROL

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

6. RESPONSIBILITY FOR DAMAGE CLAIMS

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

7. INSPECTION

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

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

8. HINDRANCES AND DELAYS

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

9. LOSSES AND DAMAGES

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

10. 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 Director of Capital Improvements Engineering. Estimate of partial payment on work so completed shall not release the Contractor from such responsibility, but he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

11. CLEANUP

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

12. FINAL ACCEPTANCE

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

13. RIGHTS OF WAY

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

14. INTERPRETATION OF GENERAL CONDITIONS

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

15. DUST PREVENTION

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

16. EXISTING UTILITIES TO BE RELOCATED

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

17. DAMAGED DOMESTIC WATER LINES

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

18. DAMAGED SEWER LINES

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

19. EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

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

20. DOMESTIC WATER FACILITIES

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

21. LIQUIDATED DAMAGES AND EXTENSION OF COMPLETION TIME

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

22. DUMPING AND DISPOSAL OF WASTE

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

23. EQUAL EMPLOYMENT OPPORTUNITY

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

24. PAYROLL RECORDS

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

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

25. SUPERVISION BY CONTRACTOR

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

26. CHANGES IN THE WORK

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

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

27. CHANGES IN CONTRACT PRICE

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

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

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

28. CONSTRUCTION STAKES

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

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

29. TESTING OF MATERIALS

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

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

30. METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS

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

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

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

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

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

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

SPECIAL PROVISIONS1.0 BID ITEMS AND SPECIFIC DESCRIPTION

The project has been broken down into separate and distinct bid items, and a number assigned to each in the list below. These numbers directly correspond to the bid item numbers in the Proposal. An attempt has been made to include sufficient description of details to present a clear understanding of all job requirements. The contractor shall be responsible however, for visiting the site and accounting for existing site conditions in the prices bid.

- 1.1 Clearing and Grubbing - Plan Sheets 2, 3, 4 and 5. M.A.G. SPEC. 201 "Clearing and Grubbing" shall apply. Quantities are approximate and payment will be made based on those quantities as determined in the field by the Engineer; M.A.G. SPEC. 109.4, 1975 Supplement, "Compensation for Alteration of Work" SHALL NOT APPLY.

Tree removal is covered in Bid Item 7, "Miscellaneous Removals."

- 1.2 Channel Excavation (Main Channel) - Plan Sheets 2, 3, 4 and 5. M.A.G. SPEC. 215, "Earthwork for Open Channels" shall apply; SEC. 215.2 "Stripping" SHALL NOT APPLY. Excess excavation suitable for fill construction (M.A.G. Sec. 211) may be placed as shown on "Map A, Spoil Sites" (Enclosed).

- 1.3 Fill Construction - Plan Sheets 2, 3, 4 and 5 M.A.G. SPEC. 211 "Fill Construction" shall apply.

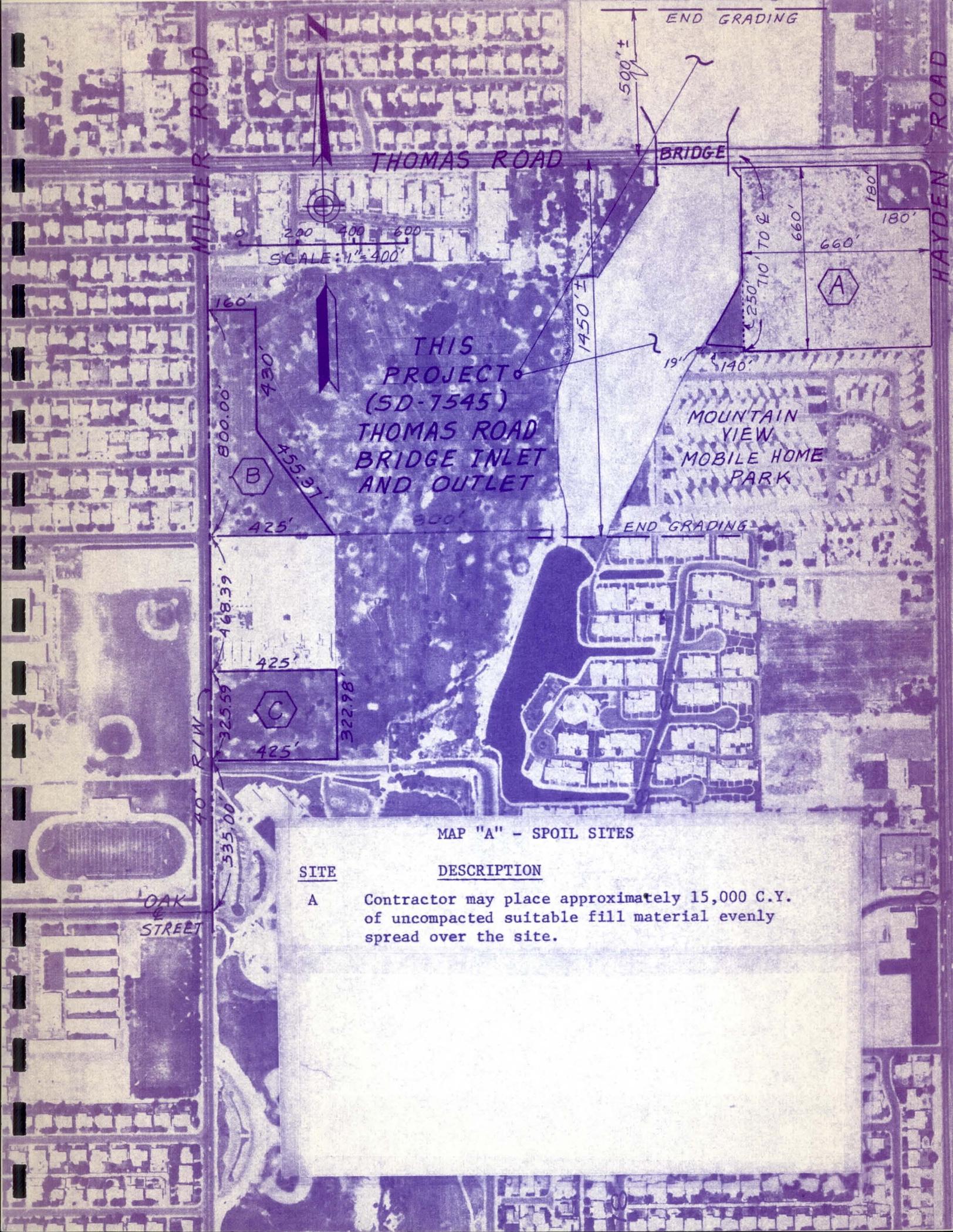
Cohesionless material shall not be placed in dike fills as determined by the engineer.

- 1.4 Channel Excavation (Irrigation Ditches and Drainage Swails) Plan Sheets 2, 3, 4, 8, 10 and 12 M.A.G. SPEC. 215, "Earthwork for Open Channels" shall apply. Excess excavation suitable for fill construction (M.A.G. SEC. 211) may be placed as shown on "Map A, Spoil Site" (enclosed).

This work consists of constructing approximately 9 (nine) separate earth ditches and swails ranging in size from 5 c.y. to 5,200 c.y., and 1' deep to 8½' deep.

- 1.5 Lower Existing S.R.P. Headwall - Plan Sheet 2
Approximate Sta. 12+90 S., lower to 6" above finish grade (approx. 2') and finish top as per existing.

- 1.6 Miscellaneous Work - Plan Sheets 8, 9, 10, and 11.
This item shall include but not be limited to removal of 5 l.f. of concrete S.R.P. ditch, existing roadway detour, removal of approximately 15 trees, 8" average diameter as directed by the Engineer, removal of existing concrete pads (Sh. 10), construction of new walls for channel as per Sheet 10, installation of approximately 30 LF of 15" RCP irrigation pipe and a number of miscellaneous items shown on Sheet 11.



THIS PROJECT
(SD-7545)
THOMAS ROAD
BRIDGE INLET
AND OUTLET

MOUNTAIN
VIEW
MOBILE HOME
PARK

MAP "A" - SPOIL SITES

<u>SITE</u>	<u>DESCRIPTION</u>
A	Contractor may place approximately 15,000 C.Y. of uncompacted suitable fill material evenly spread over the site.

- 1.7 Dumped Cobble Bank Protection - Plan Sheet 5. M.A.G. SPEC. 220 "Riprap Construction" shall apply except that the stone may be placed by dumping and spread in layers by bulldozers or other suitable equipment, minimum depth shall be one foot.
- 1.8 Grouted Cobble Drop Structures (4) - Plan Sheets 4, & 8. M.A.G. SPEC. 220 "Riprap Construction" and 703 "Riprap" shall apply. Riprap may be placed by equipment or by hand, and shall be river run material. The upper third of the grouted cobbles shall be exposed. Stone shall be 4" min. equivalent diameter or larger except as noted on the plans.
- 1.9 Grouted Cobble Ditches (4) - Plan Sheets 3, 8, & 13. Provisions in SEC. 1.8 of these specs shall apply. The four ditches range in size from 7 c.y. to 116 c.y., and in depth from 1' to 3.5'.
- 1.10 Ford - Concrete Walls, AHD-C19.01 - Plan Sheet 4. M.A.G. SPEC. 505 "concrete structures", and AHD Std. Det. 19.01 "Ford Concrete Walls" are applicable. All walls are to be as per downstream section, depth of four feet. The weep holes and fine aggregate backfill may be deleted on 339 L.F. of the wall at Sta. 1+65 N. Depth gages will not be installed.
- 1.11 Irrigation Ditch Cutoff Walls (4) - Plan Sheet 8, Details 3, 4, 5, & 5A. M.A.G. SPEC. 505 "concrete structures" shall apply. Concrete shall be class A.
- 1.12 Cement Treated Base Floor - Plan Sheet 9. General provisions of M.A.G. SPEC. 312 "cement treated base" are applicable, except as herein provided. The Portland Cement Association (P.C.A.) specification for soil-cement slope protection for earth dams (central plant mixing method) (see next two pages) takes precedence where conflicts exist in specifics, i.e. % sieve retention, maximum aggregate size, handling and placing time; temperature requirements, etc.

Install 12" compacted thickness C.T.B. floor in one lift. Clear spray curing shall be used on all exposed surfaces. Cement content shall be determined by the City prior to construction from aggregate samples to be submitted by the contractor. Cement content shall be such that a minimum of 1000 psi seven-day yield strength shall be obtained (approximately 5% cement).

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

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

1. GENERAL

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

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

2. MATERIALS

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

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

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

3. PROPORTIONING

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

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

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

4. EQUIPMENT

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

5. CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INSPECTION AND TESTING

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

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

12". M.A.G. SPEC. 725 "Portland Cement Concrete" shall apply.

- 1.13 Concrete Floors - Plan Sheet 9. Located at bridge piers and south of bridge between irrigation ditch and cutoff wall. M.A.G. SPEC. 340 "concrete curb and sidewalk" is applicable only for portions pertaining to sidewalks. Thickness will be six inches in all reference to concrete thickness. Concrete shall be Class A with 4X4-6/6 mat type welded wire fabric (or equivalent area of steel). Roll type W.W.F. may not be used. (Broom Finish).
- 1.14 Slope Paving At Box Culvert - Plan Sheet 3. Located along property line for 70' south of box culvert termination. M.A.G. SPEC. 725 "Portland Cement Concrete" shall apply. Concrete shall be Class C, 2000 psi, over terraced 6" min. thickness A.B.C. subbase or; 6" min. thickness gunnite placed on earth slope as per M.A.G. SPEC. 525 "pneumatically placed mortar may be substituted at the contractor's option for the Class C concrete over the terraced subbase. M.A.G. Sec. 301, "Subgrade preparation" shall apply.
M.A.G. SPEC. 727 "steel reinforcement" shall apply. Steel shall be 4x4 - 6/6 mat type welded wire fabric (or equivalent area of steel). Roll type W.W.F. may not be used.
- 1.15 Slope Paving At Bridge - Plan Sheet 9. Provisions in Sec. 1.14 of these specs shall apply or, 12" min. thickness grouted cobbles as per provisions in Sec. 1.8 may be substituted at the contractor's option.
- 1.16 Retaining Walls - Class "A" concrete (226 c.y.)- Plan Sheets 14, 15, & 16. M.A.G. SPECS. 206 "structure excavation and backfill", and 505 "concrete structures" are applicable. Retaining wall backfill shall include a continuous rock drain backfill behind weep holes. A.B.C. may be used in the backfill with the exception of the continuous drain where one cubic foot per horizontal foot of 1 1/2" concrete aggregate or equivalent filter material is to be placed.
- Payment shall be lump sum in-place, complete as shown on the plans; and shall include backfill, quantities are approximate. It is the contractor's responsibility to verify the exact quantities. Payment for changes to the plans shall be based on unit prices computed from the approximate quantities in the specs.
- 1.17 Retaining Walls - Steel (31,200 lbs) - Plan Sheets 14, 15, & 16. M.A.G. SPEC. 727 "steel reinforcement" shall apply. Yield strength (FY) 40,000 psi. Payment and changes to the plans shall be as per Sec. 1.16 of

these specs.

- 1.18 Junction Box - Plan Sheet 16. Concrete shall be Class "A" (approximately 3.5 c.y.), yield strength of steel (FY) 40,000 psi (approximately 500 lb). The lump sum bid shall be for the box structure, storm drains, and flap gates complete in-place including backfill. Flap gate shall be ARMC0 Model 10C or equivalent. Storm drains (R.C.P. Class III) shall be tied into the existing pipe with field joints as shown in the plans.

Quantities are approximate and it is the contractor's responsibility to verify the exact quantities

- 1.19 36" R.G.R.C.P. Storm Drain - Plan Sheet 13. Pipe may be Class I with Class "B" bedding (compacted granular foundation to 4" below bottom of pipe with densely compacted backfill a min. of 12" above pipe). Backfill shall be cohesive material; A.B.C. may only be used in the foundation for the pipe. M.A.G. Spec. 735 shall apply.
- 1.20 Drop Inlet Catch Basin And Trash Rack - Plan Sheet 13. M.A.G. SEC. 505 "concrete structures" is applicable. Concrete shall be Class "A". The lump sum bid shall be complete in-place including trash rack.
- 1.21 Storm Drain Outlet Structure And Flap Gate - Plan Sheet 13. M.A.G. SEC. 505 "concrete structures" is applicable. Concrete is Class "A". Lump sum price is complete in-place including expanded metal grate, and flap gate. Flap gate shall be ARMC0 Model 10C or equivalent as approved by the engineer prior to construction.
- 1.22 Power Pole Protection - Plan Sheet 2 & 3. Wire-cobble pole protection as per detail sheet 2 of plans. M.A.G. SEC. 109.4 1975 supplement "unit price adjustment" shall not apply.

2.0 UTILITIES

- 2.1 The contractor shall expose or otherwise make positive verification of the location of all utilities crossing the alignment of or lying within the excavation. If any utility service is interrupted as a result of accidental breakage, the contractor shall promptly notify the proper authority and in addition, the Director of Capital Improvements Engineering or his authorized representative; and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been

approved by the local fire authority. Sanitary sewer service must be maintained at all times; alternate methods of maintaining continuous service shall be approved by the Director of Capital Improvements Engineering prior to the start of construction. Relocation of domestic water lines shall be coordinated with the City of Phoenix, Department of Water and Sewers prior to the start of construction.

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

2.2 The prism area of the pipe shall be defined as the maximum outside perimeter of the pipe.

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

3.0 CONSTRUCTION SCHEDULE

3.1 A construction schedule showing in detail the sequence of construction shall be submitted to the Engineer for approval prior to the start of construction. The schedule shall delineate "critical" activities.

3.2 The contractor shall complete work in the main channel south of Thomas Road within 21 calendar days of the issuance of the Notice-To-Proceed. This does not include work on dikes, walls or the storm drain.

4.0 COMPLETED PORTIONS OF THE PROJECT

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

5.0 CONFLICTS WITH THOMAS BRIDGE CONTRACTOR

5.1 The contract time for the Thomas Road Bridge project

PROJECT NO. SD-7545

(SD-7307) will be up September 2, 1976; the bidder can expect to move into the bridge construction area within two weeks of that date. Work may be done prior to September 2, 1976 provided the bridge contractor (Tanner Bros. Contracting Co., Inc.) is in agreement.

PROPOSAL

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

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

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

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

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

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

Work shall be completed within 120 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment.

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

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
1.	30 Acres	Clearing & Grubbing Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Acres \$ _____ \$ _____</p>	
2.	83,830 C.Y.	Channel Excavation (Main Channel) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
3.	40,000 C.Y.	Fill Construction (in place) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
4.	8459 C.Y.	Channel Excavation (Irrigation Ditches and Drainage Swails) Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
5.	1 Lump Sum	Lower Existing S.R.P. Headwall Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
6.	Lump Sum	Miscellaneous Work Sum of	<p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	
7.	Lump Sum	Dumped Cobble Bank Protection	<p>Sum of</p> <p>_____ Dollars</p> <p>_____ Cents</p> <p>Per Lump Sum \$ _____ \$ _____</p>	
8.	66 C.Y.	Grouted Cobble Drop Structures (4)	<p>Sum of</p> <p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
9.	221 C.Y.	Grouted Cobble Ditches (4)	<p>Sum of</p> <p>_____ Dollars</p> <p>_____ Cents</p> <p>Per C.Y. \$ _____ \$ _____</p>	
10.	1185 L.F.	Ford-Concrete Walls AHD-C 19.01	<p>Sum of</p> <p>_____ Dollars</p> <p>_____ Cents</p> <p>Per L.F. \$ _____ \$ _____</p>	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
11.	15 C.Y.	Irrigation Ditch Cutoff Walls (4) Sum of	_____ Dollars _____ Cents Per C.Y. \$ _____ \$ _____	
12.	3030 S.Y.	Cement Treated Base Floor Sum of	_____ Dollars _____ Cents Per S.Y. \$ _____ \$ _____	
13.	2744 S.F.	Concrete Floors Sum of	_____ Dollars _____ Cents Per S.F. \$ _____ \$ _____	
14.	96 S.Y.	Slope Paving At Box Culvert Sum of	_____ Dollars _____ Cents Per S.Y. \$ _____ \$ _____	
15.	2570 S.Y.	Slope Paving At Bridge Sum of	_____ Dollars _____ Cents Per S.Y. \$ _____ \$ _____	

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
16.	Lump Sum	Retaining Walls Class "A" Concrete (226 C.Y. Approx.) Sum of	Dollars _____	
			Cents _____	
		Per Lump Sum	\$ _____	\$ _____
17.	Lump Sum	Retaining Walls-Steel (31,200 lbs. Approx.) Sum of	Dollars _____	
			Cents _____	
		Per Lump Sum	\$ _____	\$ _____
18.	Lump Sum	Junction Box Sum of	Dollars _____	
			Cents _____	
		Per Lump Sum	\$ _____	\$ _____
19.	110 L.F.	36" R.G.R.C.P. Storm Drain Sum of	Dollars _____	
			Cents _____	
		Per L.F.	\$ _____	\$ _____
20.	Lump Sum	Drop Inlet Catch Basin And Trash Rack Sum of	Dollars _____	
			Cents _____	
		Per Lump Sum	\$ _____	\$ _____

PROPOSAL

ITEM NO.	QUANTITY & UNIT	DESCRIPTION (UNIT PRICE IN WRITTEN WORDS)	UNIT PRICES	TOTAL
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21.	Lump Sum	Storm Drain Outlet Structure And Flap Gate		
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Sum of

_____ Dollars

_____ Cents

Per Lump Sum \$ _____ \$ _____

22.	3 each	Power Pole Protection		
-----	--------	-----------------------	--	--

Sum of

_____ Dollars

_____ Cents

Per each \$ _____ \$ _____

TOTAL BID _____ DOLLARS

_____ CENTS

\$ _____

PROPOSAL

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

Classification _____ No. _____

Respectfully submitted,

FIRM: _____

ADDRESS: _____

TEL. NO.: _____

DATE: _____

BY: _____ OFFICER AND TITLE (SEAL)

ATTEST:

OFFICER AND TITLE

WITNESS: IF BIDDER IS AN INDIVIDUAL

BID BOND

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

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

PROJECT NO. _____

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

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

(cont'd)

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

PRINCIPAL _____ (SEAL)

BY: _____

ATTEST:

SURETY _____ (SEAL)

BY: _____

ATTORNEY IN FACT

AGENCY OF RECORD

AGENCY ADDRESS

CONTRACT

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

_____ of the City of _____, County of _____,

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

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Project No. SD-7545 Construction of the Thomas Rd. Bridge Inlet and Outlet.

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

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

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

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

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

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

ATTEST:

(CONTRACTOR - PARTY OF THE FIRST PART)

WITNESS: IF CONTRACTOR IS INDIVIDUAL _____

BY: _____

NAME AND TITLE

(CORPORATE SEAL)

CITY OF SCOTTSDALE, A MUNICIPAL CORPORATION

(OWNER - PARTY OF THE SECOND PART)

ATTEST:

CITY CLERK

BY: _____

MAYOR

RECOMMENDED FOR APPROVAL: _____

APPROVED AS TO FORM: _____

DIRECTOR OF CAPITAL IMPROVEMENTS
ENGINEERING

CITY ATTORNEY

CONTRACT BOND

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

PROJECT NO. SD-7545

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

WITNESS our hands the _____ day of _____, 1976

PRINCIPAL

BY

SURETY

(SEAL)

BY

AGENCY OF RECORD

AGENCY ADDRESS

PROJECT NO. SD-7545

LABOR AND MATERIALS BOND

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

WHEREAS, the Principal has entered into a certain written contract with the
Obligee dated the _____ day of _____, 1976, for

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

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

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

PROJECT NO. SD-7545

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

WITNESS our hands the _____ day of _____, 1976

PRINCIPAL

BY

SURETY

(SEAL)

BY

AGENCY OF RECORD

AGENCY ADDRESS

CITY OF SCOTTSDALE, ARIZONA

Certificate of Insurance

Project No: _____, Project Title: _____

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

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

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
(1) Workmen's Compensation				Statutory
(2) Contractor's Protective Bodily Injury				\$500,000 Ea. Occurrence
(2) Contractor's Protective Property Damage				\$100,000 Ea. Accident 100,000 Aggregate
(3) Contractual Bodily Injury				\$500,000 Ea. Occurrence
(3) Contractual Property Damage				\$100,000 Ea. Accident 100,000 Aggregate
(4) Automobile Bodily Injury and Property Damage				\$500,000 Ea. Occurrence

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

PROJECT NO. SD-7545

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

Policy No. Eff. Date Exp. Date

- (6) Umbrella Coverage
\$ _____
-

Policy Includes Coverage For:

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

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

It is further agreed that:

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

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

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

DATE: _____ Countersigned by: _____

Signature

PROJECT NO. SD-7545

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project No. _____

To the City of Scottsdale, Arizona

Gentlemen:

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

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

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

Contractor

By

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires _____

PROJECT NO. SD-7545

CITY OF SCOTTSDALE, ARIZONA
CAPITAL IMPROVEMENTS ENGINEERING

_____, Arizona

Date _____

RE: Project No. _____

To The City of Scottsdale, Arizona

Gentlemen:

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

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

By: _____

Title: _____

For: _____
Contractor

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires