

TOWN OF PARADISE VALLEY

ENGINEERING DEPARTMENT

**PROJECT SPECIFICATIONS
AND CONTRACT DOCUMENTS**

**DISTRICT 30
UNDERGROUND UTILITY CONVERSION
PROJECT NO. 2016-02**

TOWN COUNCIL MEMBERS

Mayor – Michael Collins

Jerry Bien-Willner, Vice Mayor

Paul Dembow

Mark Stanton

Scott Moore

Julie Pace

David Sherf

Town Manager – Kevin Burke

Town Engineer – Paul Mood, P.E.

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT THE Council of the Town of Paradise Valley, Maricopa County, State of Arizona, ordered: all bonding, insurance, labor, material, equipment, transportation, submittals, barricading, maintenance, meandering, pull ropes, pull boxes, trench, shade material, backfill, repair, restoration, clean-up, concrete, asphalt paving, and landscaping; per the Contract plans and specifications known as DISTRICT 30 UNDERGROUND UTILITY CONVERSION, PROJECT NO. 2016-02. Approximate project limits: E Vista Dr., E Jackrabbit Rd., N Scottsdale Rd., N Woodmere Fwy.

SEALED BIDS WILL BE RECEIVED UNTIL **THURSDAY, January 4, 2018, AT 10:00 A.M. ARIZONA TIME**, by the Town Engineer in the Community Room at Town Hall at 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253. 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 Town of Paradise Valley for a sum of not less than ten percent (10%) of the amount of the bid made payable to the order of the Town of Paradise Valley, Arizona.

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 A bid may be withdrawn prior to the time set for opening bids. No bid may be withdrawn for a period of sixty (60) days after the date set for receipt of bids.

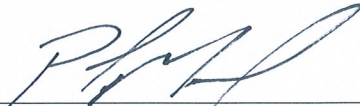
Bids accepted by the Town constitute a legally binding offer. In addition, the successful bidder will be required to sign one of the Town of Paradise Valley's standard construction contracts.

Contact: Jeremy Knapp at (480) 348-3622 for additional information.

The Town Council reserves the right, as the interest of the Town 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 Town of Paradise Valley.

Plans, specifications, and bid forms may be obtained at no charge from the Town Engineer, 6401 East Lincoln Drive, Paradise Valley, Arizona 85253. For those contractors interested in acquiring plans and specifications by mail, there will be an advance charge of \$5.00 to cover postage and handling. Therefore, a check made payable to the Town of Paradise Valley in the amount of \$5.00 should accompany by-mail requests.

TOWN OF PARADISE VALLEY, ARIZONA

By  _____
Paul Mood, Town Engineer

INFORMATION FOR BIDDERS

GENERAL

Plans, specifications, and bid forms may be obtained at no charge (unless mailed to requester) from the Town Engineer at 6401 East Lincoln Drive, Paradise Valley, Arizona 85253.

BOND REQUIRED

- a) Each bid must be accompanied by a cashier's check made payable to the order of Town of Paradise Valley in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the Town Manager in a penal sum equal to 10% of the total bid, and naming Town of Paradise Valley as obligee. Such security shall be returned to all except the three lowest responsible bidders within 12 days after the opening of bids, and the two remaining securities returned within three days after the bidder, to whom the Town 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:
 - (1) Performance Bond - One Hundred (100%) percent of the Contract price.
 - (2) Payment Bond - One Hundred (100%) percent of the Contract price.

Bonds in the form included herein may be used by the successful Contractor.

EXECUTION OF CONTRACT

The Contractor shall execute the contract with the Town of Paradise Valley within ten (10) working days after receipt of the NOTICE OF AWARD of contract.

START AND COMPLETION OF WORK

Work shall start within five (5) calendar days after issuance of NOTICE TO PROCEED and shall be completed within ONE HUNDRED (100) calendar days thereafter.

MEASUREMENT AND PAYMENT

Final payment shall be made within forty (40) calendar days after approval of the final invoice by the Project Manager and the signed CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS is received. The above affidavit shall be submitted on forms provided in this specification book.

PRE-BID CONFERENCE AND QUESTIONS ON PLANS AND SPECIFICATIONS

A PRE-BID CONFERENCE will be held at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, on **WEDNESDAY December 13, 2017 AT 1:00 P.M.** The purpose of the conference will be to discuss project objectives, opportunities and constraints, answer to questions and comments, present all addendum, clarify project construction plans and specifications.

Neither the Engineer nor the Town of Paradise Valley shall be held responsible for any oral instructions. Any changes to the plans and specifications will be in the form of an addendum, which will be furnished to all plan holders.

PRE-CONSTRUCTION CONFERENCE

After completion of the Contract, to include bonds, insurance, and signatures, and prior to the commencement of any on-site work on the project, a Pre-Construction Conference will be scheduled.

The purpose of this Conference is to establish a working relationship between the Contractor, utility companies, and the Town. The agenda will include critical elements of the work schedule, submittal schedule, traffic control plans, coordination with involved utilities, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed with construction.

Minimum attendance by the Contractor shall be a responsible company official, the job superintendent, and the office contact person.

STANDARD SPECIFICATIONS AND DETAILS

Unless otherwise noted, construction of this Project shall be in accordance with all applicable Maricopa Association of Governments' Uniform Standard Specifications for Public Works Construction, latest revision, which may be obtained at the office of the Maricopa Association of Governments, 1820 W. Washington, Phoenix, Arizona. Standard Details shall be MAG Standards Details, latest revision, which may be obtained at the same address.

SUBMITTING BIDS

No bid will be considered unless it is made upon the bid forms contained in the Project specification book.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain five (5) sets of Plans and Specifications for this project from the Town or its designee, at no cost. Additional sets will be furnished for a nominal fee to be paid by the Contractor.

CONTRACTOR'S INSURANCE COVERAGE

- a. Compensation Insurance: The Contractor shall secure and maintain during the life of the contract, Workmen's Compensation Insurance for all of his employees at the site of the project, and in case any of the work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation Insurance for his employees unless such employees engages are covered by the Contractor. In the event any class of employees engaged in the work under this contract at the site of the project is not protected by Workmen's Compensation Statute, the Contractor shall provide and similarly shall cause each Subcontractor to provide special insurance for the protection of such employees not otherwise provided.

- 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 Town of Paradise Valley 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 by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The contractor agrees to include the Town of Paradise Valley as an additional insured in all the insurance policies required under this contract and such insurance shall be primary.

The minimum limits required are: Workmen's Compensation Insurance shall be secured and maintained in accordance with the Workmen's Compensation Law of Arizona, as revised.

Comprehensive General Liability Insurance including broad form property damage, premises-operations, independent contractors, contractual, and automobile liability shall be secured and maintained in an amount not less than \$5,000,000 combined single limit.

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

- c. Policy Shall Include Coverage For:
 - 1) Damage caused by blasting.
 - 2) Damage caused by collapse or structural injury.
 - 3) Damage to underground facilities.
 - 4) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with subject insured operations.
 - 5) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

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

Fire and Extended Coverage plus Vandalism and Malicious Mischief for the Full Amount of the Contract, less costs for any foundation, underground utilities and/or landscaping, with the Town of Paradise Valley named as an additional insured.

- e. It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been completed and the project has been accepted by the Town of Paradise Valley. (If a policy does expire during the life of the Contract, renewal Certificate of the required coverage must be sent to the Town of Paradise Valley not less than five days prior to expiration date.)
- f. The Contractor hereby agrees to and shall indemnify, defend and save harmless the Town of Paradise Valley, 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, on account of any act or omission by the contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

PERMITS

For Work Within Town of Paradise Valley:

Permits shall be obtained from the Town of Paradise Valley at no cost to the Contractor.

- a. The Town of Paradise Valley Engineering Department will issue a permit for work within the public right-of-way. Permits, when required, may be obtained from the Engineering Office.
- b. The Town Engineer must be notified prior to the commencement of any work for the purpose of inspecting the work for conformance to plans, specifications, and details, as well as, public safety requirements as authorized by the Town Code.
- c. The Contractor shall secure and maintain during the life of the contract, State of Arizona and Town of Paradise Valley transaction privilege (sales) tax permits.

For Work Within City of Scottsdale

Permits shall be obtained from the City of Scottsdale at cost to the Contractor.

GENERAL CONDITIONS

1. SCOPE

The work covered by these plans and specifications consist of furnishing all bonds, insurance, submittals, labor, equipment, material, transportation, disposal, fill, traffic control, barricading, clean-up, site restoration, complete, in accordance with the "STANDARD SPECIFICATIONS AND DETAILS", "THE GENERAL CONDITIONS" and the "SPECIAL CONDITIONS". 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. The APS PLANS, WA322987, include plan sheets 1 through 33 dated 10/11/2017; CENTURY LINK COMMUNICATIONS PLANS, JOB: N.210039 include sheets 1 through 17 ; COX COMMUNICATIONS PLANS, include sheets 1 through 8

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

1. 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 called for on the PLANS including the latest approved revisions and City of Phoenix 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 supplements may be obtained at the MAG Office at 1820 W. Washington, Phoenix, Arizona

The GENERAL CONDITIONS AND SPECIAL CONDITIONS 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(s): Arizona Public Service Company, Phoenix, AZ
Century Link Communications, Inc., Tempe, AZ
Cox Communications, Phoenix, AZ

Owner: Town of Paradise Valley, 6401 E. Lincoln Drive, PV, AZ
Owner: City of Scottsdale, 3939 N. Drinkwater Blvd., Scottsdale, AZ

Wherever "Town" is referred to, it shall be understood that the Town referred to is the Town of Paradise Valley. Wherever "City" is referred to, it shall be understood that the City referred to is the 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, (US Sta. 96, 40 USE 327), the latest revisions shall prevail.

5. TOWN TRAFFIC CONTROL

- a. Complete street closures will not be permitted for the project unless prior approved in writing is obtained from the Town Engineer or City Engineer.
- b. Adequate barricades and lighted warning signs shall be installed and maintained by the Contractor throughout the duration of the project at his expense. Lighted barricades shall be in operation from dusk till dawn. All traffic control shall be in accordance with the City of Phoenix "Traffic Barricade Manual", latest revision.
- c. The Town Engineer or City Engineer shall stipulate the traffic restrictions and/or minimum requirements throughout the duration of the construction period.
- d. The Contractor shall submit a construction schedule and traffic control plan for "Street Barricading and Channelization" to the Town Engineer and City Engineer for approval and/or modifications ten (10) days before construction is initiated.
- e. Earthwork or material haul routes, time of day, dates, vehicle size and capacities, number of trips, dust control, clean up operations, etc. shall be set forth in writing by the Contractor and approved by the Town Engineer ten (10) days prior to start of construction. All trucks hauling dirt or other material into or out of the construction site that could add particulates into the air shall be adequately covered. Contractor shall provide written documentation of owner's approval to utilize private property involved with such hauling and/or marshaling yard.
- f. Traffic Control, both on-site and within Town and City right-of way shall conform to the requirements specified in the SPECIAL CONDITIONS.

6. RESPONSIBILITY FOR DAMAGE CLAIMS

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

7. RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

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

8. INSPECTION

- a. An Inspector from the Town of Paradise Valley, City of Scottsdale, APS, Cox and Century Link will be stationed at the work site to report daily 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 Contract. The Inspectors may direct the attention of the Contractor to such failure or infringement, however, such notification shall not relieve the Contractor from any obligation to furnish acceptable materials, or to provide construction that is satisfactory to the Town of Paradise Valley.
- b. In a case of a 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 material or suspend the work until the question and issue can be referred to and decided on by the Town Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the plans and specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, or interfere with the management and direction of the work being performed by the Contractor.
- c. Inspection or supervision by the Town Engineer shall not be considered as direct control of the individual workman addressed and the worksite. The direct control shall be solely the responsibility of the Contractor.

9. HINDRANCES AND DELAYS

The Contractor agrees to make no claim for damages for delays, of any kind, in the performance of this contract occasioned by any act or omission of the Town, or any of its representatives, and agrees that any subject claim shall be fully compensated for by only an extension of contract time to complete the performance of the work as provided herein. Refer to ARS 34-221-F.

10. LIQUIDATED DAMAGES AND EXTENSION OF COMPLETION

MAG Specifications 108.9 and 108.7, as revised shall apply.

11. 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 expense.

12. 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 work is completed and accepted in writing by the Town and City.

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.

13. CLEAN UP

After all work under the contract is completed, and on a daily basis where applicable, the Contractor shall remove all construction materials, debris and other materials not incorporated in the work, from the site of the work. Clean up shall include all areas disrupted by the Contractor. Public areas shall at all times be kept clean, clear and barricaded, so as not to impose a safety risk to pedestrian and/or vehicular traffic.

14. FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Town Engineer. The Town Engineer or his authorized representatives shall issue the final acceptance promptly after all work under the contract has been completed, in accordance

with the contract documents; and after final inspection has been accomplished. There will be no partial acceptance for any portion of work under this contract.

15. RIGHTS-OF-WAY

The MAG Standard Specifications 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 which are required in addition to existing easements and/or rights-of-way secured by the Town, City and/or APS.

16. DUST PREVENTION

The Contractor shall take whatever steps, procedures, or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Engineer, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations. Dust Prevention is considered a non-pay item.

17. UTILITIES

Contact Town of Paradise Valley Engineering Department 72-hours prior to the execution of any on-site work for as-built information on existing irrigation system. Town of Paradise Valley not responsible for repairs due to as-built information provided. Existing irrigation system breaks shall be repaired immediately.

- a. If any utility is relocated or rebuilt for the convenience of the Contractor, the expense shall be borne by the Contractor.
- b. It is the Contractor's sole responsibility to coordinate with the utility companies and to resolve all conflicts between existing or proposed utilities and the new construction. The Town will not be held responsible for any delay claims due to such conflicts or resolutions.
- c. Any waterlines damaged during construction shall be replaced at the Contractor's expense per the requirements of the MAG Standard Specifications. Potable waterlines shall be disinfected in strict conformance with MAG Standard Specifications 611.2. MAG 611.2 is herewith amended as follows:

Polybutylene material shall not be used in any potable water system installation.

- d. No water valve, sewer manhole, or clean out shall be left damaged or inaccessible for more than seven (7) working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be performed by the Town of Paradise Valley at the Contractor's expense.

- e. If a gas main or service line is exposed during any construction activity, contact Southwest Gas at 877-860-6020. A gas line maintenance representative will respond, usually within one hour, to inspect the line. If a gas leak or any emergency exists, tell the person receiving your call.
- f. Any sanitary sewer line damaged during construction shall be replaced by a Contractor properly licensed to install sanitary sewers. All work shall be done as per MAG Standard Specifications.

18. **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 Town Engineer and City Engineer 24 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 City Engineer when underground conduit is to be severed by excavations at the intersection. **WIRE SPLICING WILL NOT BE PERMITTED.** The Contractor shall provide an off duty uniformed Paradise Valley 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 Town Engineer or City Engineer for the immediate repair and restoration of all traffic signal overhead and underground items that have been damaged or modified.

19. **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, unless otherwise directed by the Town Engineer. This is a considered a non-pay item.

No dirt, rock or earth material shall be dumped onto any property without first receiving written permission from the property owner and consulting the Town of Paradise Valley Representative.

20. **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.

21. **SUPERVISION BY CONTRACTOR**

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, and sequences and procedures of construction. The CONTRACTOR will employ and maintain at the WORK SITE, 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 being performed.

22. CHANGES IN THE WORK

The Town Engineer may at any time, as the need arises, issue 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 written CHANGE ORDER.

The Town Engineer may also at any time, by issuing a written 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 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 three (3) days after receipt of the field ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further written instruction from the OWNER.

23. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a signed CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrees 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; unless project is bid as LUMP SUM.
- b. An agreed lump sum amount for additional work performed by Contractor.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment and all other items and service necessary to complete the additional work. In addition, there shall be an added amount to be agreed upon by both parties, but not to exceed, in the aggregate, twenty (20) percent of the actual cost of the WORK, to cover the cost of general overhead and profit.

24. 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 at his expense. The Contractor shall be held responsible for the preservation of all stakes and marks on and off site to the construction being performed.

25. TESTING OF MATERIALS

All tests shall be made and results certified by an independent laboratory approved by the Town. The Contractor shall pay for all tests required to certify the suitability of materials utilized in this contract.

26. SOURCE OF MATERIALS

No material source has been designated by the Town for use on this project. MAG Specification, Section 106 shall apply as will ADOT Standard Specifications 2008, 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.

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 Town Engineer certifying that the proposed source location conforms to the conditions herein and such applicable Standard Specifications as referenced.

27. 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 called for in the bid tab. Unit prices in writing will control in event of any dispute concerning amounts, which make up a Unit and/or Lump Sum cost.
- c. Measurement of the completed work will be made in-place, complete, 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 of the project is issued by the Town Engineer.

28. 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:

- a. No consideration will be given a request for substitution prior to award of contract.
- b. After award and to permit consideration and approval without delaying the work, the Contractor shall submit a written request for substitution to the Town Engineer. 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.
- c. The Town Engineer or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons.
- d. The Town Engineer will then make the final decision and notify the Contractor in writing as to the acceptability to the proposed substitution.
- e. 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 CONDITIONS

Location of Work: E Vista Dr., E Jackrabbit Rd., N Scottsdale Rd., N Woodmere Fwy. in both the Town of Paradise Valley and City of Scottsdale.

Contract time: The Contractor shall complete all work on the project within ONE HUNDRED (100) calendar days after the Notice-To-Proceed with construction by the Town has been issued.

Progress Schedule: The Contractor shall submit his proposed work progress schedule to the Town for approval prior to starting any on-site work.

City of Scottsdale Work: All work within the City of Scottsdale City Limits shall conform to their adopted supplements to MAG, which can be found at:
<http://www.scottsdaleaz.gov/design/mag-supplements>

Section 102 - Addendum and Submission of Bidding Schedule:

It shall be the responsibility of prospective bidder to determine, prior to submission of a bid, if an addendum has been issued by the Town of Paradise Valley. This may be accomplished by visiting the Town's website at www.paradisevalleyaz.gov or by calling Jeremy Knapp, Engineering Services Analyst at (480) 348-3622. Any addendum issued, if not attached to these Special Conditions, must be signed by the bidder and included as a part of the Special Provisions and any quantities on the Bid Schedule requiring change shall be adjusted by pen and ink to the new figure.

Bids, which do not include appropriate addendum, and show appropriate changes to the Bid Schedule shall be deemed invalid by the Town Engineer.

Subsection 104.1.4 - Cleanup and Dust Control is modified to add:

At disposal sites other than City landfills, the Contractor shall be responsible for all required dust control measures.

Subsection 105.2 - Plans and Shop Drawing is changed to read:

The Contractor shall submit, for approval, a proposed schedule of shop drawings and product data submittals. This schedule will include concrete and asphalt concrete mix designs, unless they are a previously approved supplier's design mix. The schedule will show the needed response date for each submittal and will indicate the relationship of the submittal to the project construction schedule.

The Contractor shall submit four (4) copies of each shop drawing, product data or mix design to the Engineer for review. Each submittal shall be numbered sequentially and shall be submitted in a timely manner so as to cause no delay in the work schedule. The Contractor

shall certify, by stamp or letter, that he has reviewed and approved the submittal and that it conforms to the requirements of the Contract Documents. If this certification is not included, the submittal will be returned without action.

At the time of each submittal, the Contractor shall define and delineate in writing, separate from the certification, any deviations from the Contract Documents. If the Engineer accepts this deviation, he will indicate the deviation by issuing a change order or if the deviation is minor by endorsement to the letter.

The Engineer will review and return the submittals in accordance with the previously established response date. The review will be only for conformance with the design concept of the work and for compliance with the information contained in the Contract Documents. The review of a specific item, as such, will not indicate review of the assembly in which the item functions. Review by the Engineer will not relieve the Contractor from responsibility for any errors or omissions in the submittals nor from his responsibility for complying with the Contract Documents. The only exception will be deviations accepted in accordance with the preceding paragraph.

If the submittal is acceptable, one (1) copy stamped "Approved" will be returned to the Contractor.

If the Engineer determines that the submittal requires corrections or is to be rejected, one (1) copy stamped "Approved As Modified" or "Not Approved-Resubmit" will be returned to the Contractor. The Contractor will resubmit four (4) copies of corrected or new item.

The copy stamped "Approved" and returned to the Contractor will become a part of the Contract Documents and will be kept at the job site. Any work involving items subject to approval, prior to said approval, will be at the Contractor's own risk and expense.

Section 105.6 - Cooperation with Utilities

The Contractor shall comply with the requirements of the ARS 40-360-21 through 20-360.29 in notification to the interested utility owners prior to the start of construction, and shall ascertain the approximate locations of the various underground utilities shown on the plans; and as may be brought to his attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. NOTIFY BLUE STAKE OF ARIZONA 48-hours prior to any on-site construction.

When the Contractor's operations result in damage to any utility, the location of which has been brought to his attention, he shall assume full responsibility and expense for such damage and repairs.

The following phone numbers as indicated should put the Contractor in contact with the proper personnel:

Blue Stake of Arizona -----	(602) 263-1100
Century Link, Kevin Wagner -----	(815) 245-9640
Cox, Travis Curry -----	(602) 694-2047
Arizona Public Service, Ron Gandara -----	(602) 371-7546
EPCOR (Water), Don Long -----	(602) 768-0898
Southwest Gas, -----	(480) 730-3857
City of Scottsdale Signals, -----	(480) 312-5637

Subsection 107.11 - Contractor's Responsibility for Utility Property and Services is modified to add:

The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to him due to his operations, and shall repair said damaged utilities as required herein or by the affected utility, at his own expense.

Subsection 108.4 - Contractor's Construction Schedule

The Contractor shall prepare and submit for approval at the Pre Construction Conference, a construction schedule outlining his proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved Traffic Control Plan.

Subsection 109.5.1 - Equipment is modified to read:

Unless a prior written agreement has been made, the Contracting Agency or Owner shall not pay move-in and/or move-out costs and standby equipment rates.

Sections 201, 205, 210, 211, 225 and 301 - Grading Under Pavement

If made a part of the project, Grading and Subgrade shall conform to the provisions of Section 201; Clearing and Grubbing
Section 205, Roadway Excavation
Section 210, Borrow Excavation
Section 211, Fill Construction and Watering
Subgrade Preparation Section 301, of the Maricopa Association of Governments (MAG) Uniform Standard Specifications, and these Special Conditions.

All earthwork necessary to construct roadway to finished subgrade within the curblines or curblines extended to side streets is included in this item of work. It shall include, but not be limited to such items as cleaning and grubbing, compaction of original ground, filling and compacting existing eroded swales and ditches, fill material and disposing of excess or unsuitable materials.

Existing asphaltic concrete to be removed during construction shall be included as work measured and paid for under the lump sum price bid for trenching.

Excess or unsuitable material and concrete shall be removed from the project and disposed of by the Contractor at intervals not to exceed once a week (5 working days). No separate payment will be made for unsuitable material and or concrete removals.

Grading under pavement shall be measured in square yards and shall be based on the area from face of curb to face of curb as described in the plans.

Unless bid is Lump Sum, payment for all work specified under Grading Under Pavement shall be made at the Contract unit price bid per square yard.

Direct payment will not be made for excavation, structural excavation, embankment, borrow waste, haul, overhaul, clearing, watering, rolling, or disposal of waste material.

Section 206 - Structure Excavation and Backfill

Backfill of trenches under all pavement areas shall consist of a ½ sack slurry mix per the City of Phoenix Standards and Specifications. All other trenches shall conform to Section 206 of MAG Specifications and/or APS, Century Link and Cox Communications Standards and Specifications.

Section 205.7, 205.8, 210.4, 210.5 and 211.6 (Structure Excavation, Borrow Excavation) Modification of

No payment will be made for this work. All equipment, labor, materials, etc., necessary to complete this work will be considered incidental to the item(s) contained within the Proposal and no additional compensation to the Contractor will be made.

Section 310 - Untreated Base

If made a part of the project, select material and Aggregate Base Course shall conform to the provisions in Section 310, of the MAG Uniform Standard Specifications and these Special Provisions. Select material shall be Type B in accordance with MAG Specifications Section 702.2. Aggregate Base Course shall be classified as crushed aggregate in accordance with MAG Specifications 702.2, Table 702. Aggregate Base Course and Select Material shall be measured in square yards, complete in place, to the thickness indicated on the Plans and as staked in the field.

At the Contractor's option, waste asphalt pavement materials removed from this project may be used as select material. The existing asphalt pavement shall be milled or removed and crushed to achieve a uniform gradation approximating Type B Select Material (1-} " minus). If requested by the Engineer, the Contractor shall provide, at no additional cost, certified gradation tests of the processed material. All other provisions of MAG Specification Sections 310 and 702 shall apply and compaction and appearance standards shall remain the same.

Unless project is Lump Sum, payment will be made at the contract unit price per square yard of 4" Aggregate Base Course and 6" Select Material. The Contractor shall furnish to the Engineer a copy of all weigh tickets for each load of base material. If the existing paving materials option is used an average weight of each truckload shall be negotiated with the Engineer.

Section 321 - Asphalt Concrete Pavement

If made a part of the project, the work shall consist of furnishing and placing a plant mixed asphalt concrete road surfacing material to the compacted thickness shown on the plans for the roadway and in accordance with the Standard Specifications.

Asphalt Concrete shall be 2" Type D-1/2 Single Course as designated in MAG Specifications Section 710 and shall conform to the provisions of Section 321 of MAG Specifications. The maximum thickness allowed for one course of asphalt concrete shall be 3 inches.

Asphalt Concrete shall be measured in square yards, complete in place to the thickness indicated on the Plans and will be based on the area between the curbs and gutters, and to the dimensions as indicated on the Plans and as staked in the field.

The asphalt concrete for the temporary pavement sections and driveways shall consist of 2" compacted Type D-1/2 dense graded asphalt concrete.

Unless bid is Lump Sum, payment will be made at the contract unit price per square yard for 2" Asphalt Concrete, D-1/2. The Contractor shall furnish to the Engineer a copy of all weigh tickets for each load of asphalt concrete.

Subsection 321.2 - Materials and Manufacture

If made a part of the project, materials and manufacture shall conform to Sections 710 and 711 of the Standard Specifications for the type specified on plans and in the proposal.

Mineral Filler and Anti-Stripping Agent shall be either dry hydrated lime or Portland cement, approximately 1.5 percent by weight of the mineral aggregate; and it shall be used as a mineral filler in all asphalt concrete pavements.

Fractured Faces of the mineral aggregate shall be at least 25%.

Asphalt to be mixed with the mineral aggregate shall be AR-40 or AC-20 Paving Asphalt.

Mix designs will be developed on the basis of the following criteria and tested in accordance with the following test methods:

<u>Arizona Criteria</u>	<u>Requirements</u>	<u>Test Methods</u>
Voids in mineral aggregate percent, range	15.5 - 18.5	815
Effective voids, percent range	4.5 - 7	815
Voids filled, percent, range	62 - 75	815
Index of retained strength percent, minimum	40	802
Wet strength, PSI, minimum	150	802
Stability, pounds, minimum	2000	815
Flow, inches, range	.08 -.16	815

Subsection 321.4 - Tack Coat

If made a part of the project, Tack Coat, SS-1h, shall conform to the provisions of Sections 321 and 713 of the MAG Specifications. Tack coat shall be applied at the rate of 0.05 gallon per square yard. This is a contingent item and the Engineer shall determine if it is to be used, at the time of construction.

Unless bid is Lump Sum, payment shall be made at the contract until price per square yard for Tack Coat. The Contractor shall furnish to the Engineer a copy of all weight tickets for each load of tack coat used.

Subsection 321.8.4 - Asphalt Base and Surface Course is modified to add:

If made a part of the project, the releasing agent, to prevent pick-up by roller wheels, shall be "Roller-Ease", Chevron Asphalt Company, "Uncut S", Union Oil Company or approved equal. The brand or type of releasing agent shall be submitted with the job mix formula for approval. This is considered a "non-pay" item.

Section 334 - Preservative Seal

If made a part of the project, preservative seal shall conform to Section 334 except as modified herein:

1. 330.5 & 330.6 Measurement and Payment:

Unless bid is Lump Sum, measurement and payment will be made at the unit price per ton dilute. The Contractor shall furnish to the Engineer a copy of all weigh tickets for each load of preservative seal used.

This item is a contingent item and may be deleted by the Engineer. For estimating purposes the rate of application is 0.05 gallons per square yard. The actual rate of application shall be determined by the Engineer at the point of application.

Section 336 - Pavement Matching, Surface Replacement & Driveway Match/Extensions

If made a part of the project, Pavement Matching - Section 336 shall be modified to include all labor, material and appurtenances necessary to extend pavement widening or extensions as designated on the plans or as directed by the Engineer.

Unless bid is Lump Sum, measurement and payment shall be covered under the appropriate bid items for asphalt concrete, base materials, subgrade preparation, etc.

Driveway Matching shall include all materials, labor and appurtenances necessary to install 2" D-1/2 on compacted subgrade at the locations indicated on the plans.

The quantities and limits of surfacing identified on the plan sheet are approximate and subject to modification by the Engineer.

All subgrade compaction shall conform to Section 301, "Other Streets". Prior to the placement of asphaltic concrete the Contractor shall excavate/fill the designated areas to grade and compact to 90% relative compaction.

Measurement and payment for driveway extensions shall be made by the square yard complete in place for 2" Type D-1/2 Asphalt Concrete on compacted subgrade.

Section 340 - Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance

If made a part of the project, the work shall consist of furnishing all labor, materials and equipment necessary to construct concrete curb and gutter, recreation path, driveways and driveway paving of the types shown on the plans and as called for in the bidding schedule. All work shall comply with the applicable requirements of Section 340 of the Standard Specifications.

Concrete driveway aprons shall be constructed in accordance with Detail 250 Driveway Entrance, except as modified herein:

1. dimensions to be as shown on the plans
2. thickness is to be 5 inches
3. contraction and expansion joints to be determined by the Engineer

Concrete driveways, shall be constructed in accordance with Detail 250, Driveway Entrance, except the thickness shall be 6" thick.

All concrete shall be Class B and shall conform to Section 725 of the Standard Specifications.

The Concrete Recreation Path shall conform to Standard Detail 230 and as detailed on the Plans. The Concrete Recreational Path shall be a San Diego Buff color as directed by the Town Engineer.

All recreational path ramps on this project shall conform to MAG Detail 231, Type 1. All labor, Materials and incidentals necessary to complete the ramps shall be included in the cost of the recreational path.

All items in this section shall be constructed in accordance with the Standard Details called out on the plans. Unless bid is Lump Sum, measurement and payment will be made in accordance with Section 340 and at the unit prices as set forth in the Proposal.

Section 345 - Adjusting Manhole Frames & Covers, Valve Boxes & Water Meter Boxes

If made a part of the project, the work shall consist of furnishing all labor, materials and equipment necessary to adjust to final grade manhole frames and covers, valve boxes and water meter boxes as shown on the plans and as called for in the bidding schedule. All work shall comply with the applicable requirements of Section 345 of the Standard Specifications.

Surface survey monument straddles will be set by the Contractor.

The frames and covers shall be adjusted according to MAG Standard Detail 422 and these special provisions, except that the concrete collar shall extend up to the finished grade. Prior to pouring the concrete and setting manhole frames, a 10 foot straight edge shall be used to ensure a level final placement. The concrete to be used shall be MAG AA.

NOTE (1) Arizona Public Service Company manholes must be grouted on the inside and the outside for a waterproof seal.

NOTE (2) A company representative must be present at all times when adjusting Arizona Public Service Company manholes and Salt River Project (water) manholes.

The Contractor will coordinate with the Engineer and with representatives of the various utilities regarding the adjustment and inspection of their manholes. Utility companies' specifications shall be adhered to during adjustment. the Contractor shall be responsible for obtaining any additional specification requirements from the Utility companies.

Payments for this type of work will be made at the unit prices bid per each regardless of the type of manhole or valve, in the applicable proposal pay item, which price shall be full compensation for all material and labor required to complete the work as described and specified herein.

The individual utility companies have the right to accept or reject the Contractor's bid for their portion of the frame and cover adjustment. If the Contractor's bid for frame and cover adjustment is rejected, the utility company will perform their own adjustment and the bid item quantity will be adjusted accordingly. Any utility inspection costs associated with the utility work will be the responsibility of the Contractor.

Southwest Gas shall adjust their own manholes and valves. the Contractor shall provide an approved schedule to Southwest Gas and notify them two (2) weeks prior to any work required. See SWG - 1 for contact persons.

Salt River Project (water) structures shall be adjusted by the Contractor. The Contractor shall utilize construction details provided by Salt River Project. contact Robert Maurer, 237-2962 two weeks prior to any work required.

Salt River Project (power) shall adjust their own manholes. The Contractor shall provide an approved schedule to Salt River Project (power) and notify them two (2) weeks prior to any work required. Contact Chuck Hughes, 236-2090, when work is required.

Arizona Public Service Company may utilize the Contractor to adjust manholes. the Contractor shall adjust to APS standards. The Contractor shall provide an approved schedule to APS and notify Ron Gandara, 602-371-7546 two (2) weeks prior to any work required.

Century Link shall adjust their own manholes. The Contractor shall provide an approved schedule to Century Link and notify Brett Beaty, 480-239-3257 two (2) weeks prior to any work required.

Cox shall adjust their own manholes. The Contractor shall provide an approved schedule to Cox and notify Travis Curry, 602-694-2047 two (2) weeks prior to any work required.

ADJUST EXISTING UNEXPOSED WATER VALVE FRAMES AND COVERS

If made a part of the project, the Contractor will raise and adjust existing unexposed water valve frames and covers. Unexposed covers will be identified by the eight (8) inch solid painted circle. Paint color will be "Water Department Blue".

In an attempt to locate a valve box, the Contractor will remove the existing asphalt surface a minimum distance of eighteen (18) inches from the valve lid marking and to a depth of the total pavement surface. Final adjustment to the frame and cover will be in accordance with Standard Detail 270.

Replacements for uncovered frames or lids that are found missing, defective or damaged will be supplied by the Water Department at no cost to the Contractor.

If, after an adequate attempt, no valve box is found, the Water Department is to be notified. The Contractor will be paid for the work at the bid price whether or not the valve box is found.

Section 350 - Removal of Existing Improvements

If made a part of the contract, work under this section shall include final clean-up of all construction areas disrupted during trenching, pulling, placement, splicing, cut-over, topping, pole and equipment removal operations; including operations performed by APS, Cox and Century Link forces. Rake, water, re-vegetate, trim, fill wheel ruts, restore wash areas, etc., where applicable.

Subsection 350.1 - Description

If made a part of the project, the description of the work shall be modified to include the following:

Removal of existing improvements shall be limited to one side of n/a at any one time. The Contractor may not proceed with the clearing operations until one-half of the project is substantially complete as approved by the Engineer.

Subsection 350.3 - Miscellaneous Removal and Other Work

If made a part of the project, the work under this Subsection, in addition to the items listed in the MAG Standard Specifications, shall include, but not be limited to, the following:

- (k) Encroachments inside the right-of-way: The Contractor shall notify property owners who have encroaching walls, fences, planters, plants, trees, and other improvements within the right-of-way that interfere with construction, at least fourteen (14) days before clearing is necessary. The Contractor shall transplant all plants, and trees where indicated on the plans or directed by the Engineer. Any encroaching items not timely removed by the Owner, shall be removed and disposed of by the Contractor in accordance with the Contract Documents.

- (l) Restoration of Utility and Temporary Construction Easements: The Contractor shall leave easements in as good a condition or better, after work is completed. Special care must be taken to replace any asphalt, decomposed granite, other surface treatment, sprinklers, lights, trees, shrubbery, walls, fences, etc., disturbed as the result of construction. Where grass is located within easements, such as lawn, the Contractor shall remove the sod in the path of construction, store it, keep it moist, and replace it immediately after construction is completed in that area.

- (m) Any and all items not specifically set forth as a separate pay item.
- (n) Thickened pavement edge.
- (o) Relocating positions of existing signage to be staked by the Engineer.
- (p) Relocation of disturbed landscape materials native or otherwise.

Unless bid is Lump Sum, payment for Removal of Existing Improvements will be made as a Lump Sum Item as per Section 350.4.

Section 401 - Traffic Control

Traffic Control shall conform to the applicable paragraphs of Section 401 of the MAG Standard Specifications, the City of Phoenix Traffic Barricade Manual latest revision, and these Special Conditions.

The Contractor shall notify the inspector seven (7) days in advance of the time work will be started in areas requiring any disruption of traffic control detection devices, the rerouting of traffic, and removal of street signs. The foregoing shall apply to progressive modifications of traffic routings within an area in which work is in progress.

Whenever the Contractor's operations create a condition hazardous to the public, he 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 assigned to give warning, and safety devices shall conform to applicable city, county and state requirements. 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 Town. Should the inspector point out the inadequacy of warning and protective measures, such action of the inspector shall not relieve the Contractor from any responsibility for public safety and abrogate his obligation to furnish and 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. The Contractor will develop routes for haul trucks on public streets, which will be submitted in writing through the inspector to the Town of Paradise Valley for review and approval action. The submittal shall include, but not be limited to, the proposed travel direction, turn movements, hours of use, street sweeping, watering and clean-up. All signs to be used on the job during periods of darkness shall be reflectorized. No work will be allowed before 7:00 a.m. or after 7:00 p.m. unless otherwise approved by the inspector. No utility relocation work that would obstruct the flow of traffic shall be done between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. and 6:00 p.m. unless authorized by the inspector.

Two lanes of traffic on MAJOR STREETS shall be maintained open for traffic at all times unless instructed otherwise by the Town Engineer. Other locations, the side streets, may be closed temporarily with approval of the Town Engineer.

MAJOR STREET(S): N. Scottsdale Rd.

The Contractor throughout the project shall post construction as 25 MPH where traffic through the work area is being allowed.

Detours in place longer than seven (7) calendar days shall have a pavement type surface.

Local access shall be maintained at all driveways throughout the construction period.

Measurement and payment for this Section will be made at the Contract line item Lump Sum price bid. Payment shall be full compensation for furnishing and maintaining all traffic control devices, uniformed off-duty police officers, channelization, detours, flagmen, signs, application of traffic control measures, and traffic regulation.

Section 424 - Parkway Grading

If made a part of the project, Parkway Grading shall conform to the provision of Section 424, Parkway Grading, of the MAG Uniform Standard Specifications and as modified herein:

Prior to placement of any fill material in area to be restored or re-landscaped, said area, between the back of curb and right-of-way or existing private improvements, shall be cleared and grubbed of all debris, unwanted vegetation, exposed roots, rocks, weeds, asphalt, concrete, excavation spoils, etc.

All fine grading shall be as per MAG Section 424.3 - Fine Grading, except as modified on the plans.

Measurement and Payment will be for furnishing all labor, material and appurtenances necessary to grade these areas to finished elevation behind the curbline to existing private improvements or right-of-way. Unless total bid is Lump Sum, payment will be made on a per line item, Lump Sum basis.

Section 430 - Landscaping

This section shall include all labor, materials and appurtenances necessary for landscape requirements on this project.

The Contractor at his expense is responsible for restoration of existing landscape area mounding, grading, and decorative granite replacement, disturbed during construction. Caution and good judgement shall be employed to protect all trees, cactus and shrubs within the landscaped areas during the construction period. Trees that are in conflict can be trimmed but not removed without prior permission from the Town's Project Manager. Unless unavoidable, all shrubs and cactus shall be protected in place by the Contractor during construction. When shrubs and cactus must be removed the Contractor shall accomplish the

remove and disposal at the Contractor's expense. Should the Contractor become negligent in protecting existing plant materials, the Contractor at the Contractor's expense as a result shall replace all plant loss in size and kind.

All rock material for decorative granite used in effected areas for restorative purposes shall be as per Section 430.4 and 795.8.4. Color is to be that which would be required to match existing surface treatment, or as specified by the Town's representative. Samples of the rock to be utilized will be delivered to the Town representative for approval prior to placement.

If specified in the project plans, all materials for the areas designated to receive 6" minus hand placed rock shall have the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
6"	100%
3-6"	20 - 30%
1"	0 - 2%

All material shall be initially placed by machine after all areas have been graded to depth as indicated on the plans. The rock shall be spread by hand so to cover the entire area in such a manner as to minimize voids and segregation of material.

Section 600 - Trench Requirements, APS Appendix "A", Century Link Exhibit "B" Cox Exhibit "C"

Due to the location of the trench to the edge of the traveled roadway, there shall not be any more trench open than the contractor can get conduit installed and backfilled by the end of the work day. The maximum open trench length allowable shall be 300 linear feet.

Section 800 - Signing and Striping

If made a part of the project, the work under this section shall consist of furnishing all labor, materials and appurtenances for all paint markings and sign post installations as indicated on the plan sheets.

These items shall be at the locations shown on the project plans and in accordance with the details and requirements of Sections 608, 704 and 706 of the State of Arizona Department of Transportation (ADOT) Highways Division Standard Specifications for Road and Bridge Construction, Edition of 1982 including the 1985 Supplemental Specification and the latest Edition for the Manual of Uniform Traffic Control Devices with supplements thereto.

The contractor shall be responsible for the proper installation of the sign post at locations designated on the plans.

The paint furnished shall be as per ADOT specifications with the glass beads included.

All striping shall be a contingent item and the Engineer will have the discretion whether or not the successful Contractor will stripe this project.

If made a part of the project, measurement and payment for this work shall be on a linear foot basis. this will include all labor, material and other appurtenances necessary to complete the work complete in place for the individual items as described in the plans and bid proposal.

Section 802 - Construction Fencing

Fencing shall consist of providing all labor, material and appurtenances necessary to install fencing at the locations indicated on the plan sheets or for the purpose of securing Contractor's marshaling yard.

The contractor shall install the fencing materials in accordance with ADOT Detail C12.10, Type 1, and also ADOT Standard Specifications for Road Bridge Construction, 1982 and any and all supplemental specifications, thereto.

Unless project is Lump Sum, measurement and payment will be made at the unit price bid per linear foot, as set forth in the Schedule of Bid Items.

BID FORM A

BID TO THE TOWN OF PARADISE VALLEY

In compliance with the Notice Inviting Bids by the Town Manager, the undersigned bidder:

Bidder's Name: Arizona Trench Company

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following bid 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 bid shall be submitted with a bid 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 Town of Paradise Valley, he will fully execute the contract documents.

All work shall be completed within ONE HUNDRED (100) 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 and mobilizing the necessary materials and equipment necessary to perform the required work.

The bidder hereby acknowledges receipt of, and agrees, his bid is based on the following BID FORM B: Base Bid. The Town shall select the lowest responsive bidder per their Base Bid amount.

BID FORM B
UNDERGROUNDING DISTRICT 30

For the convenience of APS' accounting requirements, please submit your bid proposal as follows:

Arizona Public Service Co. per Drawings WA322987

APS to provide all electrical conduit material.

Install shade material, conduit, sweeps, J-Boxes,

Pull Boxes, ground rods, equipment pads, mandrel,

Pull rope, etc.

\$ 56,770.00

Trenching, backfill, spoil removal, saw-cutting,
Asphalt and concrete repair, landscaping, shoring,
Steel plates, barricades, traffic control, etc.

All Joint Trench: \$ 183,630.00

APS Trench Only: \$ 254,421.00

Provide Unit Cost per foot based for all trench types on attached sheet.

CenturyLink per Drawings N.210039

Paradise Valley contractor to provide all CenturyLink Conduit

Trenching required for CenturyLink facilities only:

\$ 7,250.00

Install CenturyLink conduit, sweeps, shade material,
Mandrel, pull rope, etc.:

\$ 45,105.00

COX Communications per Drawings 60% WA322987

COX to provide all conduit materials.

Trenching required for COX facilities only:

\$ 63,900.00

Install COX conduit, sweeps, shade material,
Mandrel, pull rope, etc.:

\$ 39,620.00

Other

City of Scottsdale Permits:

\$ 0.00

Driveway Surface Seal Allowance:

\$ 5,000

Oleander Trimming Allowance:

\$ 3,500

Contractor agrees this proposal, for a TOTAL PRICE of \$ 659,196.00, will remain in effect for a period of 120 days or until the award of contract.

To increase productivity, any unforeseen work encountered during construction shall be at a composite rate of \$ 55.00 per manhour including costs of equipment, labor, overhead and profit.

For other work, APS may request a firm quote for specific defined changes and reserves the right to accept or reject the proposal.

BID FORM B
Additional Bid Items

Unit Cost for Trench Detail:

Trench Detail	Cost Per L.F.	Trench Detail	Cost Per L.F.	Trench Detail	Cost Per L.F.
F	65	P	43	S	36
F1	65	P1	47	S1	36
F2	65	P2	48	S2	36
F3	66	P3	63	S3	35
F4	66	P4	63	S4	48
F5	66	P5	66	S5	48
F6	67	P6	66	S6	38
F7	68	P7	66	S7	25
F8	68	P8	66	S8	33
F9	65	P9	45	S9	43
F10	65	P10	45	S10	36
F11	66	P11	46	S11	35
F12	55	P12	43	S12	43
F13	75	P13	49	S13	43
F14	63	P14	40	S14	37
F15	63	P15	43	S15	33
F16	53	P16	43		
F17	53	P17	43		
F18	66	P18	43		
		P19	35		

TOWN OF PARADISE VALLEY

BID FORM C

THIS BID IS SUBMITTED BY Arizona Trench Company ;

a corporation organized under the laws of the State of Arizona ;

a partnership consisting of _____ ;

or individual trading as _____ ;

of the City of Phoenix .

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 DISTRICT 30 UTILITY CONVERSION, PROJECT NO. 2016-02; including Plans, Standard Specifications and Details, Project Manuals, Special Provisions, Addendum, Bid Bond, Performance Bond, Payment Bond, and Certificate of Insurance, at the Contractor's expense.

Respectfully submitted,

Firm: Arizona Trench Company

Address: 2140 W, Williams Dr.

Phoenix, AZ 85027

Telephone Number: (623) 877-9728

By: 

Date: 01/04/2018

ATTEST:

Charles Sanders/Vice President
Officer and Title

Witness: If bidder is an individual

TOWN OF PARADISE VALLEY
NOTICE OF AWARD

To: XXXXX
XXXXX
XXXXX

Project Description: DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

The Town of Paradise Valley has considered the BID submitted by your firm for the above described WORK, in response to the Advertisement for Bids dated November 28, 2017 and the Information for Bidders.

You are hereby notified that your BID has been accepted by the Town Council on January X, 2018 for items in the amount of \$XXX . You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds AND Insurance, within ten (10) working days from the date of this NOTICE OF AWARD.

If you fail to execute said Agreement and to furnish required bonds and insurance within ten (10) working days form the date of this notice, said Town of Paradise Valley will be entitled to consider all your rights arising out of the Town's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Town will be entitled to such other rights as may be granted by law.

You are required to return the acknowledged original NOTICE OF AWARD to the Town of Paradise Valley.

Dated this XX day of January, 2018.

TOWN OF PARADISE VALLEY

By: _____
Jeremy Knapp, Eng. Services Analyst

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2018.

Notary Public

My Commission Expires

TOWN OF PARADISE VALLEY
NOTICE TO PROCEED

To: XXXXX
XXXXX
XXXXX

Attn: XXX

You are hereby notified to commence work in accordance with the Agreement, dated January XX, 2018; and you are to complete the WORK within ONE HUNDRED (100) consecutive calendar days thereafter. The date of completion of ALL WORK is therefore May X, 2018. Official Contract time extensions thereto shall be considered and authorized in strict conformance with the applicable General Conditions of the Standard Specifications.

TOWN OF PARADISE VALLEY

By: _____
Jeremy Knapp, Eng. Services Analyst

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My Commission Expires

CONTRACT

THIS AGREEMENT, entered into this XX day of January, 2018 between XXXXX, of the City of XXXXXX, County of Maricopa and State of Arizona, hereinafter designated the CONTRACTOR, and the Town of Paradise Valley, a municipal corporation, organized and existing under and by virtue of laws of the State of Arizona, hereinafter designated the OWNER.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the 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: See Special Conditions

ARTICLE II - CONTRACT DOCUMENTS: Project, DISTRICT 30 UNDERGROUND UTILITY CONVERSION, PROJECT NO. 2016-02, including Standard Specifications and Details, Project Manuals, Special Provisions, Addenda, if any, and Contractor's Bid, as accepted by the Mayor and Council per Council Minutes of January X, 2018, 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. In the event the Contractor fails to complete the work within the time specified for completion, the Town shall be entitled to liquidated damages as provided in Section 108.9 of the MAG Uniform Standard Specifications for Public Works Construction.

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 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, and to make such payment within forty (40) days after final inspection and acceptance of 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 herein above 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 Bid Form B.

ATTEST:

Name of Contractor

Witness: If Contractor is an individual

By: _____, Vice President

(CORPORATE SEAL)

TOWN OF PARADISE VALLEY, ARIZONA

Owner

ATTEST:

By: _____
Kevin Burke, Town Manager

By: _____
Duncan Miller, Town Clerk

ADMINISTRATIVE RESPONSIBILITIES:

APPROVED AS TO FORM:

By: _____
Paul Mood, Town Engineer

By: _____
Andrew M. Miller, Town Attorney

RECOMMENDED FOR APPROVAL:

INSURANCE APPROVED BY:

By: _____
Paul Mood, Town Engineer

By: _____
Andrew M. Miller, Town Attorney

**TOWN OF PARADISE VALLEY
CONTRACTOR'S AFFIDAVIT
REGARDING
DELAY AND STANDBY EQUIPMENT CLAIMS**

Dated: _____, 2018

To: Town of Paradise Valley
DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

Gentlemen:

This is to certify that it is understood by the Contractor that he/she may not make any financial claims against the Town of Paradise Valley for delays, of any kind, in the execution of this project, or any financial claims involving re-mobilization or standby equipment costs. Any delays incurred, regardless of the reason as to why, shall only be adjusted with the extension of Contract time. Calendar days added (or deleted) to/from the Contract duration to ensure sufficient time in which to complete the conversion project.

Reference to Section 9, and Subsection 109.5.1, of the Contract Documents for the Town of Paradise Valley; DISTRICT 30 UNDERGROUND UTILITY CONVERSION, PROJECT NO. 2016-02 project within.

Signed and dated at _____, this _____ day of _____, 2018.

Contractor

By

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My Commission Expires _____

**CONTRACT BOND
STATUTORY PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety are held and firmly bound unto the Town of Paradise Valley, 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 Town of Paradise Valley of _____, dated the _____ day of _____, 20 ____, 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.

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

The prevailing party 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 this _____ day of _____ 20__.

PRINCIPAL

SEAL

AGENT OF RECORD

By _____

SURETY

SEAL

AGENT ADDRESS

By _____

**LABOR AND MATERIAL BOND
STATUTORY PAYMENT BOND**

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 Town of Paradise Valley, State of Arizona (hereinafter called the Obligee), in the amount _____ 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 _____, 20__, 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 Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party 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 this _____ day of _____, 20__.

PRINCIPAL

SEAL

AGENT OF RECORD

By _____

SURETY

SEAL

AGENT ADDRESS

By _____

TOWN OF PARADISE VALLEY
ENGINEERING DEPARTMENT

**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

Dated: _____, 2018

To: Town of Paradise Valley
DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

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 subcontractor or claimant in person, have been duly discharged.

The undersigned, for the total 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 Town of Paradise Valley against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Town may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installations.

Signed and dated at _____, this ____ day of _____, 2018.

Contractor

By

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2018.

Notary Public
My Commission Expires _____

TOWN OF PARADISE VALLEY
ENGINEERING DEPARTMENT

FINAL CONTRACT AMOUNT

Dated _____, 2018

To: Town of Paradise Valley
DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

Gentlemen:

The Final Contract Amount 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 Town of Paradise Valley.

Signed and dated this _____ day of _____, 2018.

By: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My Commission Expires

TOWN OF PARADISE VALLEY
ENGINEERING DEPARTMENT

FINAL ACCEPTANCE

To: _____

Date: _____, 2018

Attn: _____

Re: DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

Gentlemen/Ladies:

Construction on the above project was completed on _____, 2018 and on _____, 2017 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 right-of-way into our system for maintenance.

Approved By:

Paul Mood, Town Engineer

Jeremy Knapp, Eng. Services Analyst

cc: File (2)
Town Clerk

TOWN OF PARADISE VALLEY
ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST

Date: _____ Request: _____

Name Of Project: _____

Project Number: _____ Contractor: _____

Description Of Proposed Change Order: _____

Reason For Change: _____

Estimated Cost \$ _____
(See Attached Sheet For Detailed Cost)

Change In Contract Time: _____
(Calendar Days)

Submitted By: _____ Title: _____

Recommended By: _____ Title: _____

Approved By: _____ Title: _____