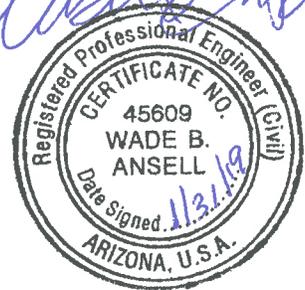


PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

PROJECT NO. 161718

91ST AVENUE IMPROVEMENTS

FEBRUARY 2019



CITY OF GLENDALE

ENGINEERING DEPARTMENT

5850 W. Glendale Avenue, Glendale, Arizona 85301 (623) 9303630

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

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PROJECT TECHNICAL SPECIFICATIONS

NOTICE TO CONTRACTORS

Sealed bids shall be either mailed to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona, 85301, or hand-delivered to the Engineering Department office, third floor, 5850 West Glendale Avenue, Glendale, Arizona, for furnishing all plant, material, equipment and labor, and to complete construction of: **PROJECT NO. 161718 - 91ST AVENUE IMPROVEMENTS**. The project's scope of work includes construction of a right turn lane into the Yellow parking lot just south of the intersection of 91st Avenue and Maryland Avenue, on the west side. The project will also construct sidewalk along the parking lot and relocate and modify an existing traffic signal and the striping/signage for the Maryland Avenue intersection.

Bids must be received by the Engineering Department of the City of Glendale no later than 1:30 p.m., February 26, 2019. Any bid received after that time will not be considered and will be returned to the bidder. At that time, the bids will be publicly opened and read aloud in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona.

A **NON-Mandatory** pre-bid conference will be held on **February 20, 2019, at 1:30 p.m.** in the **Engineering Department Conference Room 3A**, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

Plans, specifications and contract documents may be examined, and copies may be obtained at City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona. A non-refundable charge of **\$15 hard copy or \$8 electronic format (CD)** shall be paid for each set of plans and specifications issued from this office.

Each bid shall be in accordance with the plans, specifications and contract documents, and shall be set forth and submitted on the **BID DOCUMENTS** included with the project specifications book. The **BID DOCUMENTS** may be removed from the project specifications book and submitted independently of such book. Each bid shall be accompanied by a proposal guarantee, in the form of a certified or cashier's check or bid bond for ten percent (10%) of the amount of bid, made payable to the order of the City of Glendale, Arizona, to ensure that the successful bidder will enter into the contract if awarded to him and submit the required Certificate of Insurance, Payment Bond and Performance Bond. All proposal guarantees, except those of the three lowest qualified bidders, will be returned immediately following the opening and checking of proposals. The proposal guarantees of the three lowest qualified bidders will be returned immediately after the contract documents have been executed by the successful bidder. The proposal guarantee shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into said contract or submit the Certificate of Insurance, Payment Bond and Performance Bond after being requested to do so by the City of Glendale, Arizona.

The City of Glendale reserves the right to reject any or all bids or waive any informality or irregularity in a bid. No bidder may withdraw his bid for a period of fifty (50) days after opening and reading of the bids.

The City of Glendale is an equal opportunity employer and minority business enterprises and women's business enterprises are encouraged to submit bids.

CITY OF GLENDALE, ARIZONA

INFORMATION FOR BIDDERS

1. **ELIGIBILITY OF CONTRACTORS:** When calling for bids for contracts for public work to be performed on behalf of the State or any political subdivision thereof, which will be paid for from public funds, no bid shall be considered for performance of a contract, including construction work which is not submitted by a bidder duly licensed as a contractor in this State. No bid shall be awarded to any contractor or entity not authorized to do business in the State of Arizona by the Arizona Corporation Commission, as required by statute.

2. **PROPOSAL:** Bids to receive consideration shall be made in accordance with the following instructions:

(a) Before submitting a bid, bidders shall carefully examine the plans and specifications and contract documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations.

(b) Bids shall be submitted on the "PROPOSAL" forms provided and delivered to the City of Glendale Engineering Department on or before the day and hour set in the "NOTICE TO CONTRACTORS," as published. Bids shall be enclosed in a sealed envelope marked on the outside lower right-hand corner indicating:

1. The bidder's name and address.
2. The project number.
3. The title of the project.
4. The time and date the bids are to be received.

(c) It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

(d) The signatures of all persons shall be in longhand. Any interlineations, alterations, or erasures must be initialed by the signer of the bid.

(e) Bids shall not contain any recapitulations of the work to be done. No oral, telegraphic, telephonic, or modified proposals will be considered.

3. **BID SECURITY:** Each proposal shall be accompanied by a proposal guarantee in the form of a certified or cashier's check or bid bond, with a properly executed Power of Attorney attached, in an amount equal at least to ten percent (10%) of the proposal payable without condition to the City. If a bid bond is submitted with the bid it shall be issued by a company licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL SURETIES WILL BE ACCEPTED. The company issuing the bid bond shall have a rating of not less than A- in the BEST rating available at the time this project was let to bid.** The proposal guarantee shall guarantee that the bidder, if awarded the contract, will, within ten (10) working days after the award, 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, a payment bond and a certificate of insurance. The bid securities of the three (3) lowest bidders will be retained until the contract is awarded, or other disposition made thereof. The bid securities of all bidders, except the three (3) lowest, will be returned promptly after the canvass of bids. In the event the Contractor fails, within ten (10) working days after the award, to

execute said Contract and deliver the Performance and Labor and Material Payment Bonds and the Certificate of Insurance, the Bid Security shall become the property of the City.

4. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid, either personally, by telegram or by written request, at any time prior to the scheduled closing time for receipt of bids. No bid may be withdrawn by telephone. Any bid withdrawn will not be opened and will be returned to the bidder. After opening and reading of the bids, no bidder may withdraw his bid for a period of fifty (50) days from the date of opening and reading.

5. **LATE BIDS:** Bids received after the scheduled closing time for receipt of bids, as contained in the "Notice to Contractors," will not be considered and will be returned to the bidder.

6. **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest and best qualified responsive bidder complying with these instructions and with the "NOTICE TO CONTRACTORS." The City of Glendale, Arizona, however, reserves the right to accept or reject any or all bids or to waive any or all informalities or irregularities in the bid. Alternates may be accepted depending upon the availability of City funds. Accepted alternates will be considered in determining the lowest responsive and responsible bidder.

7. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same work unless alternate bids are called for in the specifications or any addenda. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

8. **CONTRACT AND BONDS:** The form of contract, which the successful bidder as Contractor will be required to execute and the forms of bonds which he shall be required to furnish are included in the contract documents and should be carefully examined by the bidder. The successful bidder shall use the forms provided or such other forms as are acceptable by the City. The Contract and Performance and Labor and Material Payment Bonds will be executed in three (3) original counterparts. All bonds shall be issued by companies licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL SURETIES WILL BE ACCEPTED. The company issuing any bond shall have a rating of not less than A- in the BEST rating available at the time this project was let to bid.**

9. **INSURANCE REQUIREMENTS:** Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed. Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. **Contracts in excess of \$250,000 shall require \$2,000,000 single occurrence/\$5,000,000 annual aggregate.**

Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.

This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

These limits may be met through a combination of primary and excess liability coverage.

Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

10. **SUBCONTRACTORS LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE:** The contractor will be required to furnish the form of subcontractors listing and certification of contract compliance with the executed contract documents. This information is requested for tracking and insurance purposes only.

11. **INTERPRETATION OF PLANS AND DOCUMENTS:** If any person contemplating a bid for proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans and specifications, he may submit to the Engineering Department, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than ninety-six (96) hours before the bid opening time may not be answered. Any interpretation or correction of the documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City of Glendale will not be responsible for any other explanations or interpretations of the proposed documents.

12. **CHANGES TO PLANS AND DOCUMENTS:** Any changes to the plans and documents shall be made only by Addendum. No verbal or other changes to the plans and documents will be valid. A copy of each Addendum will be mailed or delivered as provided in Section 13 below.

13. **ADDENDUM:** Any addenda will be faxed, mailed or delivered to all who are known by the City to have received a complete set of bid documents, and to offices where bid documents have been filed for review purposes. It is the responsibility of each bidder to ascertain that he has received all addenda issued by telephoning the office identified in the NOTICE TO CONTRACTORS as the location where bid documents are available prior to submitting his bid.

Bidders shall acknowledge all addenda in the appropriate location on the "PROPOSAL" form. Failure to acknowledge receipt of Addenda shall render the bid proposal non-responsive and it will be rejected.

14. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner unless such assignment has had prior approval of the Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

15. **PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER:** The successful bidder may obtain five (5) sets of plans and specifications for this project from the City.
16. **TIME OF COMPLETION:** The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within **ninety (90) consecutive calendar days** from and including the date of receipt of such Notice to Proceed. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.
17. **CITY OF GLENDALE TRANSACTION PRIVILEGE TAX:** The City of Glendale transaction privilege tax shall **NOT** be waived under the provisions of this contract. The current privilege tax rate can be obtained from the City of Glendale Sales Tax and Licenses Department. The Contractor shall be responsible for reporting and payment of all city, county, state or federal taxes.
18. **PRE-BID CONFERENCE: A NON-Mandatory pre-bid conference will be held on February 20, 2019 at 1:30 PM, in the Engineering Department Conference Room 3A, 5850 West Glendale Avenue, Glendale, Arizona.** Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.
19. **ALTERNATES:** Alternate proposals will not be considered unless called for in the documents or any addenda thereto. When alternates are requested, all requested alternates or alternate bid items, unless otherwise stated, shall be bid. If no change in the base bid will occur with the alternate, enter "No Change."
20. **APPROVAL OF SUBSTITUTIONS:** The materials, products and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered, before bid opening, unless written request for approval has been received by the City Engineer at least ten (10) working days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. Bidder shall not be entitled to approval of a substitute.
- If a substitute is approved, the approval shall be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
21. **USE OF "EQUALS":** When the specifications for materials, articles, products and equipment state "or equal," contractor may bid upon, and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City Engineering Department will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." It shall not be purchased or installed without the prior written approval from the City Engineering Department.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Department for approval. Requests must be received at least ten (10) days prior to the date set for opening the Bid Proposals. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the

proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals will be issued in the form of an addendum.

22. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT SITE: Before submitting a Bid Proposal, bidders should carefully examine the Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations. No consideration will be granted for any alleged misunderstanding of the material, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the Bid Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

23. BIDDERS IN DEFAULT: No bid will be awarded to any person, firm or corporation that is not authorized by the Arizona Corporation Commission to do business in the State of Arizona, in arrears or is in default to the City of Glendale upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City of Glendale, or has failed to faithfully perform any previous contract with the City of Glendale.

END OF INFORMATION FOR BIDDERS

PROPOSAL

Place _____

Date _____

Proposal of _____, a Corporation organized and existing under the laws of the State of Arizona. a partnership consisting of _____; or an individual trading as _____.

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF GLENDALE
GLENDALE, ARIZONA

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: **PROJECT NO. 161718 91ST AVENUE IMPROVEMENTS** in strict conformity with the plans and specifications for the following unit prices:

(Extension of these unit prices on the basis of estimated quantities and the totaling of these extensions are for the purpose of comparing bids only. The mathematics of such extensions and totaling will be checked and corrected by the Engineering Department, before evaluating the bids, and the lowest of such corrected and checked totals will determine the lowest bids.)

CITY OF GLENDALE
PROJECT NO. 161718 - 91ST AVENUE IMPROVEMENTS
BID SCHEDULE

Item	Description	Qty	Unit	Unit Price	Amount
1	CONSTRUCTION SURVEYING AND LAYOUT	LS	1		
2	ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM (AZPDES)	LS	1		
3	MOBILIZATION / DEMOBILATION	LS	1		
4	SUBGRADE PREPARATION	SY	862		
5	AGGREGATE BASE COURSE	TON	563		
6	5" ASPHALT CONCRETE PAVEMENT (19mm)	TON	243		
7	EMULSIFIED ASPHALT FOR TACK COAT, TYPE SS-1H	TON	3		
8	CONCRETE SIDEWALK, MAG DET. 230	SF	12858		
9	CONCRETE CURB & GUTTER PER MAG STD DET 220-1, TYPE 'A', H=6"	LF	124		
10	REMOVE SINGLE CURB	LF	93		
11	REMOVE AC PAVEMENT	SY	299		
12	REMOVE CURB & GUTTER	LF	611		
13	REMOVE AND SALVAGE SIGN AND POST	EA	2		
14	SAW CUTTING	LF	718		
15	TRAFFIC CONTROL	LS	1		
16	OBLITERATE EXISTING PAINT STRIPING	LF	2295		
17	OBLITERATE EXISTING PAVEMENT MARKINGS	EA	8		
18	8" WHITE TRAFFIC PAINT STRIPE (DROP LANE, 3' LONG, 9' GAP)	LF	479		

19	4" DASHED WHITE TRAFFIC PAINT STRIPE	LF	2034		
20	8" WHITE TRAFFIC PAINT STRIPE	LF	868		
21	12" WHITE STRIPE PAINT STRIPE	LF	392		
22	PREFORMED PLASTIC (SINGLE ARROW)	EA	14		
23	REMOVE AND RELOCATE EXISTING ILLUMINATED STREET NAME SIGN WITH MOUNTING HARDWARE	EA	1		
24	REMOVE AND RELOCATE EXISTING EMERGENCY PRE-EMPTION DETECTOR WITH MOUNTING HARDWARE	EA	1		
25	REMOVE AND RELOCATE EXISTING VIDEO DETECTION CAMERA WITH MOUNTING HARDWARE	EA	1		
26	REAIM EXISTING VIDEO DETECTION CAMERA	EA	1		
27	STREET LIGHT POLE FOUNDATION (Detail PF2)	EA	6		
28	STREET LIGHT POLE (CITY OF GLENDALE, DETAIL P1)	EA	6		
29	LUMINAIRE MAST ARM (CITY OF GLENDALE, DETAIL A6)	EA	6		
30	113 WATT LED LUMINAIRE	EA	6		
31	SCH. 40 PVC ELECTRICAL CONDUIT, 2"	LF	1510		
32	REMOVE AND RELOCATE SIGNAL POLE W/ (55') MAST ARM	EA	1		
33	REMOVE EXISTING PILASTER BLOCK WALL	LF	50		
34	RELOCATE FIRE HYDRANT	EA	2		
35	REMOVE AND RESET EXISTING ROLLING CHAIN LINK GATE STRUCTURE	EA	3		
36	PAVEMENT JOINT/CUT SEAL PER COG G-317	LF	718		
37	ADJUST ELECTRICAL BOX TO GRADE	EA	1		
38	CONCRETE CURB & GUTTER PER MAG STD DET 220-1, TYPE 'A', H=6" MOD WITH REVERSE PAN	LF	0		

39	VALLEY GUTTER / APRON PER MAG STD DTL 240	SF	1860		
40	CONCRETE DRIVEWAY, 9" THICK	SF	1266		
41	REMOVE CONCRETE SIDEWALK / DRIVEWAY	SF	2736		
42	SIDEWALK RAMP, DETAIL 1 DRAWINGS	SF	464		
43	DETECTABLE WARNING STRIP	EA	2		
44	6" SINGLE CURB	LF	49		
45	REMOVE, STOCKPILE, AND REPLACE DECOMPOSED GRANITE PER DETAIL A, SHEET LSDT 01	CY	258		
46	REMOVE SIGNAL POLE FOUNDATION	EA	1		
47	OWNER'S ALLOWANCE FOR CONSTRUCTION CONTINGENCY	LS	1	\$ 40,000.00	\$ 40,000.00
Total Base Bid Amount					
Total Base Bid Amount (In Words):					

The undersigned hereby declares that he has visited the site(s) and has carefully examined the contract documents relating to the work covered by the above bid or bids.

Upon receipt of notice of the acceptance of this bid, we will execute the formal contract attached within ten (10) days, and will deliver a one hundred percent (100%) Performance Bond for the faithful performance of this Contract, together with a one hundred percent (100%) Payment Bond and Certificate of Insurance.

The bid security attached, with endorsement, in the sum of ten percent (10%) of the total bid, is to become the property of the City of Glendale, Arizona, in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused thereby.

The undersigned has checked carefully all the above figures and understands that the City of Glendale, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Mayor and Council of the City of Glendale, Arizona, reserves the right to reject any or all bids or to waive any informalities or irregularities in the bid.

Respectfully submitted,

Arizona Contractor's
Classification and
License No.

Contractor

By _____

(Complete business address)

Telephone Number: _____

Fax Number _____

Bidder shall signify receipt of all Addenda here (if any):

Failure to acknowledge receipt of all Addenda shall render the bid proposal non-responsive and will be rejected.

Acknowledged by _____

STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal has submitted a bid for: **161718 - 91ST AVENUE IMPROVEMENTS**

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

Witness our hands this ____ day of _____, 20__.

PRINCIPAL

By: _____

SURETY SEAL

AGENCY OF RECORD

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and _____, a(n) corporation, authorized to do business in Arizona ("Contractor") as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Notice to Contractors and the attached Exhibit A ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within ____ (__) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7 Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$_____, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

- a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within thirty (30) days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

- 8. E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 9. No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
- 10. Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
- 11. Notices.**
 - 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - (A) The Notice is in writing, and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.

- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

- (A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:
Contractor
Attn:
Address
City, State, Zip
- (B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn:
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

- (C) Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Compensation

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By:
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

_____,
a(n) _____ corporation

By:
Its:

WOMEN-OWNED/MINORITY BUSINESS YES NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT NO. 161718 91ST AVENUE IMPROVEMENTS

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed

DETAILED PROJECT COMPENSATION

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED
STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, The Principal has entered into a certain written contract with the Oblige, dated the ____ day of
, 20____, to construct **PROJECT 161718 - 91ST AVENUE IMPROVEMENTS** , 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 undertakings, covenants, terms, conditions and agreements of said contract during
the original term of said contract 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 or any party which recovers judgment on this bond shall be entitled to such reasonable
attorney's fees as may be fixed by the court or a judge thereof.

Witness our hands this ____ day of _____, 20____.

Principal Seal

By _____

Surety Seal

Agency of Record

Agency Address

Telephone Number: _____

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED
 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 Glendale, a municipal corporation, (hereinafter called the Obligee), in the amount of _____ Dollars (\$ _____), for the payment whereof; the said Principal and Surety bind themselves, and their heirs, administrators, 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____, to construct **PROJECT NO. 161718 - 91ST AVENUE IMPROVEMENTS** 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 monies 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 having been required of the said Principal in order to comply with the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions, and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

Witness our hands this _____ day of _____, 20____.

Principal Seal

By _____

 Surety Seal

 Agency of Record

Agency Address

 Telephone _____

CITY OF GLENDALE, ARIZONA
ENGINEERING DEPARTMENT CERTIFICATE OF INSURANCE

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

Name of Insured _____

Address of Insured _____

Name and Address of Additional Named Insured:
 City of Glendale, Arizona
 Attention Engineering Dept.
 5850 West Glendale Avenue
 Glendale, Arizona 85301

Type of Insurance	Carrier Name	Policy No.	Effective Date	Expiration Date	Minimum Limits of Liability
(1) Workmen's Compensation and Employers Liability					Statutory \$100,000 per occurrence
(2) Commercial General Liability including: - Explosion, Collapse & - Underground - Blanket contractual - Personal Injury -Broad Form Property Damage - Products/Completed Operations					\$1,000,000 Each Occurrence Bodily Injury \$500,000 Each Occurrence Property Damage \$2,000,000 annual aggregate products/completed operations
(3) Commercial Auto Liability including owned, non-owned and hired vehicles					1,000,000 Each Occurrence Bodily Injury \$500,000 Each Occurrence Property Damage
(4) Other					Each Occurrence

When the project includes construction of a new, or modification of an existing building (**in addition to the above coverage**) property coverage shall be maintained in the full amount of the contract naming City of Glendale as a loss payee as their interests may appear.

Type of Insurance	Carrier Name	Policy No.	Effective Date	Expiration Date	Policy Limit
(5) Fire, extended coverage, vandalism and malicious mischief					

All policies shall remain in effect after until all work has been completed, the City has issued final acceptance and until the time limit for filing against the project has passed. If any policy expires during the life of the Contract, a renewal Certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to expiration date. Failure of the Contractor to provide renewal certificates or the failure of the City to request renewal of certificates shall not waive the requirement and the City shall retain all rights to coverage as if the policy(ies) had not expired or been non-renewed.

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 delivered to the City of Glendale.

It is further agreed that:

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

Date:

Countersigned by:

Signature

Agency Address

Contact Name: _____

Telephone # _____

CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT NO. 161718 - 91ST AVENUE IMPROVEMENTS

To the City of Glendale, 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 subcontractor 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 Glendale against any and all liens, claims of liens, suits, actions, damages, charges, costs, litigation expenses, attorneys' fees and any other 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 _____, 20__.

Contractor

By _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this __ day of _____, 20__.

Notary Public

My Commission Expires: _____

SUPPLEMENTAL GENERAL CONDITIONS

1. **GENERAL:** By Ordinance No. 1110 New Series, the City of Glendale adopted the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of the City Engineer of the City of Glendale, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" are used, the meaning shall be the City of Glendale.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, City of Glendale or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

2. **DEFINITIONS:** The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

CITY: The word "City" refers to the City of Glendale, Arizona. The official representative of said City in these proceedings shall be the City Engineer.

CONTRACTOR: The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the City.

MATERIALS: The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, but does not include those who merely furnish materials not so worked.

ENGINEER: The word "Engineer" means a person, firm or corporation duly authorized by the City, to act for the City in staking out the work, inspecting materials and construction, and interpreting plans and specifications.

CONTRACT DOCUMENTS: The words "Contract Documents" mean the Notice to Contractors, Information for Bidders, "Uniform Standard Specifications for Public Works Construction," MAG General Conditions, Supplemental General Conditions, Special Provisions, Supplemental Specifications, Proposal, Contract, Payment Bond, Performance Bond, Certificates of Insurance, Plans and Addenda thereto.

3. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.

4. WITHDRAWAL OF PROPOSALS: No proposal shall be withdrawn following the opening and reading of the bids for a period of 50 days from the date of opening without the consent of the contracting agency through the body or agent duly authorized to accept or reject the proposal.

5. 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 except as otherwise provided by the contract documents or the laws of the State of Arizona.

6. 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" which have been adopted pursuant to A.R.S. § 36-779.

The Contractor shall be required to obtain the necessary permit from the Maricopa County Air Pollution Control Bureau, 1001 N. Central Ave., Phoenix, Arizona 85004 - telephone (602) 506-6727.

7. EXCESS MATERIAL: Excess material shall be removed from the work site and wasted at a location approved by the Engineer. Broken concrete and asphalt may be delivered to the Glendale Sanitary Landfill located at 115th Avenue and Glendale Avenue. The prevailing regulations and fee schedule will not be waived for work under this project. All materials, to be disposed of at the landfill, shall be weighed and disposed of at the prevailing rate.

8. STOCKPILE OF MATERIALS: The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

9. REFUSE COLLECTION ACCESS: At any time the project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interfered with, the Contractor shall, at least 48 hours prior to causing such closure or disruption, make arrangements with the Field Operations Department in order that refuse collection service can be maintained.

10. CLEAN-UP: After all work under this 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. Clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of over-size rocks and boulders left after finish grading. The contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

11. SHOP DRAWINGS: The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop

drawing or sample submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

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 is completed and accepted, in writing, by the City. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

13. **STATUS OF EMPLOYEES:** Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

14. **LAWS AND REGULATIONS:** This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future City and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.

15. **PERMITS:** The City has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by the City. A no-fee permit will be issued for work in the City of Glendale right-of-way and easement. (Also see Paragraph 7. Dust Prevention.)

16. **ELECTRIC POWER AND WATER:** The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of the City, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water. Fire hydrant meters may be obtained from the City of Glendale. Installation and removal of meters should be scheduled through the City's Water Services/Utilities Division at 930-2700. For details and current rates, please visit <http://www.glendaleaz.com/CrossConnection/firehydrantmeterprogram.cfm>.

17. **SURVEY CONTROL POINTS AND MONUMENTS:** Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.

18. **EXISTING UTILITIES:** The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent unwilful damage to the underground utilities.

In the event the Contractor or its Subcontractor damages an existing, properly identified underground City of Glendale water or sewer line, the Contractor shall be responsible for the repairs at its expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to the City, and he shall conduct his work so as to prevent interruption of service or damage to them.

The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for his Contract.

Utility companies and other interested parties have been provided with construction plans and the construction schedule for this project. The Contractor shall comply with MAG Specifications 105.6 to cooperate with the utility companies.

19. **MAINTENANCE OF IRRIGATION FACILITIES:** Where irrigation facilities interfere with construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

20. **OVERHEAD UTILITY LINES AND POLES:** Contractor is advised that when work around overhead lines and poles is required on a project the Contractor is required to coordinate with Utility Companies who own and operate overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what actions the Utility Company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.

The primary and the backup representatives for this review and cost determinations are as follows:

Arizona Public Service:	Mr. Bobby Garza	602-371-7989
Qwest:	Mr. Ron Floyd	602-630-1932
Salt River Project:	Mr. Tim Rinn	602-236-8694
Salt River Project:	Ms. Mariann Ward	602-236-6389
Cox Communications:	Mr. Ron Pint	623-328-3529
Cox Communications:	Ms. Linda Facio	623-328-3500

21. **SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION:** The Contractor, upon exposing a gas line during construction, shall call SOUTHWEST GAS at 602-271-4277. The Southwest Gas patrolman will respond, usually within an hour, to inspect the line. Minor cuts or abrasions to the pipe coating will be rewrapped and tracer wire will be reconnected at no cost to the City.

22. **UNDERGROUND UTILITIES' BEDDING:** All water, sewer, storm drain, irrigation and other conduits installed within the City of Glendale shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of Section 601.4.6 of MAG Uniform Standard Specifications. The initial bedding under the pipe shall follow City of Glendale Detail G-690.

23. **SEWER SERVICE LINES:** The Contractor shall be responsible for locating, and protecting from damage during construction, all sewer service lines within the project which are not owned by the City. Contractor will be permitted to review the "as-builts" to assist Contractor in locating the non-City owned sewer service lines. These "as-builts" were prepared, and supplied to the City, by private developers or contractors who installed the non-City owned sewer service lines. Therefore, the City does not guarantee or warranty the accuracy of such "as-builts" and the contractor, as a condition for being allowed to review such "as-builts", hereby agrees to hold the City harmless for any and all damages or other expenses contractor may incur as a result of any inaccuracies or incorrect information in these "as-builts".

24. **RIGHTS-OF-WAY:** The City will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of the City of Glendale, Maricopa County, Arizona, without the consent of the property owner.

25. **SUBCONTRACTS:** Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be subject to the approval of the City.

All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to the City Engineering Department; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

26. **PRE-CONSTRUCTION CONFERENCE:** After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of any work on the project, the Engineer will schedule a Pre-Construction Conference. This will be held at the City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the Engineer. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

Minimum attendance by the Contractor shall be a responsible official of the company/corporation, who is authorized to execute and sign documents on behalf of the company/corporation.

27. **OVERTIME:**

Regular Work Hours: The work required to be performed by the Plans and Specifications for the Project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform work overtime, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for City's costs incurred as a result of overtime work requested by the City or overtime work resulting from an emergency which is not the responsibility of the Contractor or its employees, subcontractors or suppliers. The City's cost will be billed directly to the Contractor or may, at the City's option, be deducted from monies due the Contractor.

28. **CONTRACTOR'S CONSTRUCTION SCHEDULE:** Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's review and acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an acceptable program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been accepted by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and accepted by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the acceptance of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is accepted by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

29. CHARACTER OF WORKMEN: None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

30. HINDRANCES AND DELAYS: Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress 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 completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

30.1 Delay: In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay, in accordance with the City of Glendale Engineering Department's POLICY STATEMENT FOR CALCULATING DELAYS AND DAMAGES. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

31. LIQUIDATED DAMAGES:

31.1 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Bidders, then the contractor shall pay the City of Glendale, Arizona, liquidated damages, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the work is substantially complete.

31.2 Should the contractor fail to fully and finally complete the work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Information for Bidders, even though the contractor has achieved substantial completion of the work within such time, then the contractor shall pay the City of Glendale, liquidated damages (pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments), in an amount equal to 100% of the applicable liquidated damage rate set forth in MAG Section 108.9 for each and every calendar day of delay until the work is fully and finally complete and accepted.

31.3 The date of substantial completion shall be the date when the work is sufficiently complete, in accordance with the contract documents, so the owner can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all the project's parts and systems operable as required by the contract documents and all the work is complete, accessible, operable, and usable by the owner for its intended purpose(s), and all parts, systems and sitework are 100% complete and cleaned for the owner's use. Only incidental corrective work and final cleaning (if required), beyond cleaning needed for the owner's full use, may remain for final completion.

31.4 Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list and final cleaning, has been completed and the entire project is accepted by the owner.

32. PAYMENTS TO CONTRACTOR: The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized, monthly statements prepared by the City and signed by the Contractor. The Contractor shall submit an itemized, duly certified and approved estimate for work completed through the last day of the preceding month in accordance with MAG Specifications, as amended by these Supplemental General Conditions. Upon approval of the pay estimate, the City will mail the check directly to the Contractor.

The pay estimate shall be accompanied by an updated progress schedule as required by these Supplemental General Conditions and a cash flow report when required by the Special Provisions. Approval of progress payments shall be conditional upon submittal of progress schedules and cash flow reports, when required, which are acceptable to the Engineer.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the City with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the City via fax at (623) 915-2861, and mail the original to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301. Should any ambiguity arise between the Contract and these Conditions, the provisions of the Contract shall prevail.

33. WARRANTY: This project shall have a 2 year warranty. The warranty period shall begin upon final acceptance of the work by the City of Glendale.

END OF SUPPLEMENTAL GENERAL CONDITIONS

SPECIAL PROVISIONS

1. **SCOPE OF WORK:** The project's scope of work includes construction of a right turn lane into the Yellow parking lot just south of the intersection of 91st Avenue and Maryland Avenue, on the west side. The project will also construct sidewalk along the parking lot and relocate and modify an existing traffic signal and the striping/signage for the Maryland Avenue intersection.

2. **DEFINITIONS:**

A. **Section:** Reference to a Section on the plans or in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by the drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.

B. **Standard Detail:** Reference to a MAG Standard Detail (MAG S.D.) on the plans or in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. City of Glendale Standard Detail (C.O.G. S.D.) shall mean a standard detail drawing in the City of Glendale's Engineering Design and Construction Standards, latest revision. City of Phoenix Standard Detail (C.O.P. S.D.) shall mean a standard detail drawing in the Phoenix Supplemental Standard Details for Public Works Construction, latest revision.

3. **CONSTRUCTION SURVEYING AND LAYOUT:** The work under this item shall consist of furnishing all materials, personnel, equipment, and traffic control necessary to perform all surveying, staking, and verification of the accuracy of all control points per the plans and as directed by the Engineer. Included in this work shall be all calculations required for the satisfactory completion of the project in conformance with the plans and these Special Provisions. The work shall be done under the direction of a registered professional engineer or a registered land surveyor employed by the Contractor. The crew chief shall be NICET Certified Level III or a registered land surveyor. The Contractor shall furnish all equipment, materials and other devices necessary for establishing, checking, marking and maintaining points, lines, grades and layouts.

Throughout the work, the Contractor shall set all stakes including, but not limited to; centerline stakes; offset stakes; reference point stakes; slope stakes; pavement lines, curb lines and grade stakes at intervals not greater than 25 feet; stakes for sewers, roadway drainage, pipe, under drains, clearing, paved gutter, fence, right of way markers, and survey monuments; blue tops of subgrade, subbase and base courses at intervals not greater than 50 feet; permanent as-built elevation marks; and all other horizontal or vertical controls necessary for complete and accurate layout and construction of the work. Stakes for horizontal and vertical curves shall be set at intervals appropriate for the length of curve. The coordinates of any new control points established by the Contractor during the course of the work shall be given to the Engineer within five working days of control point establishment.

Field notes shall be kept in standard field notebooks furnished by the Contractor. Field notes shall be kept in a clear, orderly and neat manner consistent with standard surveying practices. The standard field notebooks or copies of, shall be made available to the Engineer upon request at any time during the prosecution of the work.

When utility adjustments are a part of the contract, the Contractor shall perform all layout work and set all control points, stakes and references necessary for carrying out all such adjustments.

The Contractor shall cross-section all fill areas for monthly, quantity estimates and as directed by the

Engineer. The Engineer may verify the accuracy of same. The Engineer shall check all measurements that involve determination of final quantities.

Any errors, omissions or discrepancies in the project plans shall be immediately brought to the attention of the Engineer. The Contractor shall promptly notify the Engineer in writing, explaining the problem in detail. The Engineer will advise the Contractor within three working days of any corrective actions deemed necessary. No changes in the project plans will be allowed without the approval of the Engineer.

The Contractor shall be compensated for additional work associated with survey and layout when:

- A. The project plans do not provide sufficient information and new calculations must be performed.
- B. The Contractor performs survey work based on erroneous plan information, which results in the duplication of work.
- C. Changes by the Engineer to the plan information for which the Contractor has already performed the work and results in the duplication of such work.

The Contractor shall not be due compensation for any survey work when:

- A. Information provided on the plans is sufficiently complete to allow any additional information necessary for the complete layout of the work to be routinely calculated.
- B. The Contractor fails to inform the Engineer of discovered plan errors before the performance of any extra survey work.
- C. Work is included in any other pay item.

The Contractor shall inform the Engineer in a timely manner of any omissions, ambiguities, or errors which the Contractor feels may result in extra calculations or survey work, so as not to delay the project or create any unnecessary calculations.

All additional survey work shall be documented by the Contractor and verified by the Engineer before compensation may be granted. Documentation shall consist of a detailed diary specifically addressing the work involved in the alleged problem area. The Contractor may be required to provide calculations, charts, graphs, drawings, or any other physical evidence, which will verify additional work.

The Contractor shall be responsible for verifying curb and gutter grades before placement of concrete using a steel straightedge, string line or other method approved by the Engineer. The field verification shall be performed in the presence of the Engineer or designated representative.

The Engineer reserves the right to make inspections and random checks of the staking and layout. Inspection or acceptance of all or any part of the Contractor's staking and layout by the Engineer does not relieve the Contractor of full responsibility to secure the proper dimensions, grades and elevations of the work.

If, in the Engineer's opinion, the work is not being performed in a manner that will assure proper controls and accuracy, the Engineer will order any or all of the staking and layout work redone at no additional cost to the City. If any portion of the Contractor's staking and layout work is ordered redone and requires additional rechecking by the Engineer, the City shall be reimbursed for all costs for such additional checking. The amount of such costs will be deducted from the Contractor's monthly

estimate.

The Contractor shall provide final "as-constructed" field surveying, including both vertical and horizontal data based on the finished work. The Contractor shall also furnish final Record Drawings for all improvements. The Record Drawings shall be prepared by a Registered Land Surveyor and submitted to the Owner for approval prior to final acceptance of the project. The Record Drawings shall be prepared on a set of reproducible copies of the construction plans. The completed drawings shall be signed and sealed by the Registered Land Surveyor responsible for obtaining the As-built information and preparing the Record Drawings.

All survey field books and documentation shall be available for inspection by the Engineer.

Payment for this item will be made at the contract lump sum price fully complete.

4. **SUSPENSION OF WORK:** The Engineer reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with MAG Section 108.

5. **COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS:** In all instances wherein, the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

6. **TRAFFIC REGULATIONS:**

6.1 All traffic affected by this construction shall be regulated in accordance with the City of Phoenix "Traffic Barricade Manual," the "Manual of Uniform Traffic Control Devices" and these Special Provisions. The following traffic restrictions are minimum requirements throughout the construction period:

6.1.1 All references in the City of Phoenix "Traffic Barricade Manual" and the "Manual of Uniform Traffic Control Devices" to "arterial" and/or "collector" streets shall mean "arterial and/or major arterial" streets and are referred to as "major" streets in the following sections.

6.1.2 A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 6:00 a.m. to 8:30 a.m., and 4:00 p.m. to 6:00 p.m. unless approved by the Transportation Director or Designee.

6.1.3 A travel lane shall be defined as ten (10) feet of roadway not obstructed by traffic control devices with a safe motor vehicle operating speed of twenty-five (25) miles per hour.

6.1.4 A travel lane will not be considered as open to traffic until it has been graded reasonably smooth and is paved with a minimum of two (2) inches of asphalt. This shall be considered temporary pavement and shall be removed completely before proceeding with final surfacing.

6.1.5 The Contractor shall provide and maintain all required and requested traffic control devices to protect and guide traffic for all work in the construction area.

6.1.6 Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two-hundred fifty (250) feet beyond the center of the intersected streets on all legs of the intersection.

6.1.7 The Contractor shall maintain all existing traffic signs erect, clean and in full view of the

intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If any signs interfere with construction, the Contractor shall notify the Transportation Department at least 48 hours in advance before covering or removing said signage. The Contractor shall be responsible for reinstalling all signs removed or covered and verifying they are correctly placed. The Transportation Department will inspect all signage prior to completion of the project.

6.1.8 Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route to at least one of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least Seventy-Two (72) hours in advance.

6.1.9 The Contractor shall be required to provide a uniformed off-duty City of Glendale police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized major intersection or at other locations if it should become necessary in the opinion of the Transportation Director or Designee. If the Contractor chooses to use a police officer at other locations during peak traffic hours or to assist with his other traffic control operations, the cost shall be included in the lump sum for "Traffic Control" and not paid out of the hours allowed for "Off Duty Glendale Police Officer." All requests for off-duty officers will be made through the Glendale Police Department, Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work.

Measurement for payment of the uniformed off-duty Glendale police officer hours will be made by the actual number of man-hours used for traffic control at signalized major intersections or as approved by the Engineer. Because the quantity of hours is dependent on the Contractors schedule of activities, the unit price bid for this item will be administered as a contingency bid item and any adjustment in hours will not be subject to the 20 percent limitation.

Payment for the off-duty Glendale police officer will be made at the contract unit price bid per hour for OFF DUTY GLENDALE POLICE OFFICER and shall include the net hourly rate of \$35.00 per police officer with a three (3) hour minimum. The net hourly rate shall be increased to include withholding for Federal, State, FICA, Medicare, Workmen's Compensation insurance and any payroll administrative costs.

6.1.10 The Contractor shall prepare a traffic control plan for the project and submit it to the City Transportation Director or Designee for review and approval at least fifteen (15) working days prior to the start of construction. The traffic control plan must be submitted through the City of Glendale on-Line Traffic Control Plan application process at www.glendaleaz.com/transportation/TrafficControlForm.cfm. The traffic control plan shall include message boards installed a minimum of seven (7) working days prior to restrictions when requested by the Transportation Director or Designee, additional public notification shall be required for major restrictions that impact adjacent stakeholders. Any changes to the traffic control plan during construction shall be submitted to the City Transportation Director or Designee for approval at least seventy-two (72) hours before implementation.

Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.

6.1.11 It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, he/she must obtain approval from the City Transportation Director or Designee Seventy-Two (72) hours prior to implementing a traffic control change. He/she must provide all the necessary signs to detour traffic and/or flag person to control traffic for a single lane. The maximum amount of time that the street may be closed is from 9:00 a.m. until 4:00 p.m.

6.1.12 Flagger Requirements: All flaggers shall be properly trained and certified by a recognized source, such as the American Traffic Safety Services Association (ATSSA) or National Safety Council, and shall carry with them at all times proof that training and certification requirements have been completed within the last two years.

7. ENERGIZED AERIAL ELECTRICAL POWER LINES: The utility company maintains energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees, and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (See: OSHA Standard 1926.550(a)15.) As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements would be borne by the Contractor. The utility company can often respond to such requests if two days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.

8. CONCRETE GUTTER WATER TESTING: The MAG Uniform Standard Specifications, Section 340.3, CONSTRUCTION METHODS, shall be modified as follows: The 1/2 inch referenced in Paragraph 16 beginning, "When required by the Engineer, gutter having a slope of 0.8 foot...", shall be changed to 1/4 inch.

9. RECORD DRAWINGS: The Contractor shall maintain one set of contract drawings with all changes, deviations, additions and deletions clearly marked thereon. Upon completion of the work, this set of drawings, shall be marked "RECORD DRAWINGS," dated, and delivered to the Engineer prior to approval of the Contractor's final payment request.

10. SOILS REPORT: The boring logs and soils report for this project are available for review at the City Engineering Office upon request. The boring logs and soils report are provided only as a courtesy. The logs and soils reports are not incorporated into, or part of, the contract and the City of Glendale makes no warranties, express or implied, as to the accuracy of the information contained therein. The Contractor should not rely on the information contained therein and should perform its own investigation as to the subsurface conditions of the project. The logs and soils reports are not intended, nor should they be relied upon by the Contractor as, a representation of the true soil conditions of the project. If there is a conflict between this provision and any other provision of the contract documents, this provision will prevail. The Contractor will accomplish the project under whatever condition he finds at the contract price.

11. AZPDES Permit Requirements:

A. This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) Stormwater requirements for construction sites under the Environmental Protection Agency (EPA) General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee, and shall take all necessary measures to assure compliance with the AZPDES General Permit for Arizona as well as all other applicable Federal, State and local laws, ordinances, statutes, rules and regulations pertaining to stormwater discharge. As the permittee, the Contractor is responsible for preparing, in a manner acceptable to the EPA, **ADEQ, and the City of Glendale**, all documents required by this regulation, including but not necessarily limited to:

1. Stormwater Pollution Prevention Plan (SWPPP) for the project, including certification of compliance form. Contractor shall be required to develop, implement, update and revise the SWPPP, as necessary, in order to assure compliance with the ADEQ permit requirements. **All SWPPP revisions must be reviewed by the City of Glendale's Engineering Department prior to implementation.** The SWPPP shall be retained on the project site at all times during

construction.

2. Notice of Intent (NOI) to assure compliance with the AZPDES General Permit for Arizona, including certification of signatures.

3. Notice of Termination (NOT) of coverage under AZPDES General Permit for Arizona.

B. Three copies of the SWPPP and the NOI shall be submitted to the City of Glendale during the pre-construction meeting and shall be subject to review by the City prior to implementation.

C. Contractor shall submit the completed and duly signed NOI forms no later than forty-eight (48) hours prior to the **pre-construction meeting** for the project to the following agency:

Arizona Department of Environmental Quality; Surface Water Section/Stormwater
and General Permits Unit
1110 West Washington, 5415A-1
Phoenix, AZ 85007

The contractor may also go online and use the Stormwater SMART NOI System at:

<http://www.az.gov/webapp/noi/main.do>

Failure by the Contractor (or Subcontractors of any tier) to submit NOI's within the mandated time frame shall result in delay of the construction start date, and no claim for extension of time will be granted for such delay. A copy of the completed NOI shall be posted at the construction site.

D. Inspections of all stormwater pollution control devices on the project shall be performed by the Contractor on a monthly basis and following each rainfall of 0.50 inches or more in a 24-hour period at the project site as required under provisions of the AZPDES General Permit for Arizona. Contractor shall prepare reports on such inspections and retain the reports for a period of three years following the completion of the project. Inspection reports shall be submitted monthly to the City along with progress payment requests. Additionally, Contractor shall maintain all stormwater pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

E. Contractor warrants that its employees and Subcontractors of any tier and their employees shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations set forth by all federal, state and local governments and the Arizona Department of Environmental Quality in connection with AZPDES Permitting requirements and laws and regulations pertaining to air, groundwater and surface water quality.

Fines and penalties imposed by the ADEQ against the City of Glendale or the Contractor, for Contractor's failure to comply with any of the requirements of AZPDES General Permit of Arizona, shall be borne by the Contractor.

F. Upon project completion, acceptance and demobilization, Contractor shall use the SMART NOI web-based service to complete the NOT process and also provide a copy of the NOT to **the City of Glendale** thereby terminating all AZPDES permit coverage for the project. Contractor shall then surrender to the City all inspection information and other documents prepared and maintained by the Contractor in compliance of the AZPDES General Permit. Contractor shall retain the originals of such

documents for a period of three (3) years following the completion of the project.

G. Copies of all required forms and guidance for preparing the SWPPP are available at the ADEQ website <http://www.azdeq.gov/environ/water/permits/stormwater.html>.

H. The Lump Sum price for the SWPPP shall include all material, labor, and all other costs relating to the preparation, installation and maintenance of the SWPPP during project construction, including assuring proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. The Lump Sum price for the SWPPP shall be inclusive of all costs, and no additional claims shall be made by Contractor under any other specification provision of these documents, including Change Conditions. Payment for this bid item shall be upon final completion and acceptance of the project, as per Section 109.1.

Payment for AZPDES permit requirements shall be made on the basis of lump sum for all work for **STORMWATER POLLUTION PREVENTION PLAN**. Payment shall include installation of inlet markers, supplied by the City, on all catch basins, scuppers, drywells and elsewhere as directed by the City. Markers shall be installed using a suitable 2-part epoxy as approved by the City.

12. CONSTRUCTION MATERIALS SAMPLING AND TESTING: The contractor, at their expense, shall provide adequate personnel for construction materials sampling and testing functions as required by the City of Glendale. Proof of certifications of the following requirements shall be provided to the City of Glendale prior to commencement of construction:

- A. LABORATORY TESTING SERVICES: Construction materials testing laboratories must meet the following requirements in order to perform laboratory testing on construction materials samples:
 - a. Possess and maintain current AASHTO accreditation (including R18) provided by the AASHTO Materials Reference Laboratory (AMRL), and Cement and Concrete Reference Laboratory (CCRL) in any test methods performed and be currently participating in their respective proficiency programs.
 - b. Concrete strength testing must be performed by a technician currently certified by the American Concrete Institute (ACI) as a “Concrete Strength Testing Technician”.
- B. FIELD TESTING AND SAMPLING SERVICES: Field technicians shall be employed by the construction materials testing laboratory noted above and have current “*Field Technician Certification*” from the Arizona Technical Testing Institute (ATTI) and current “*Concrete Field Testing Technician – Grade I*” certification from the American Concrete Institute.
- C. TESTING FREQUENCIES: Laboratory and field testing and sampling shall adhere to the current City of Glendale minimum frequencies (see tables below) formal documentation, records etc. shall be provided to the City in a timely manner and as part of required project documentation for overall project acceptance. The City reserves the right to utilize independent / additional testing to confirm prior results.

Payment for this item will be made at the contract lump sum price fully complete for CONSTRUCTION MATERIALS SAMPLING AND TESTING.

CITY OF GLENDALE - CONSTRUCTION ENGINEERING				
MATERIALS TESTING SECTION				
ASPHALTIC CONCRETE MINIMUM SAMPLING AND TESTING FREQUENCY				
TYPE OF SAMPLE	REQUIRED TEST(S)	TEST METHOD DESIGNATION	MINIMUM SAMPLE FREQUENCY	MINIMUM SIZE OF SAMPLE
COLD FEED AGGREGATE OR COMBINED HOT-BIN AGGREGATE SAMPLES	SIEVE ANALYSIS	A.S.T.M. C - 136	1 - EVERY 500 TONS	25Kg
	SAND EQUIVALENT	A.S.T.M. D - 2419	1 - PER DAY	10Kg
	SPECIFIC GRAVITY (COARSE & FINE)	A.S.T.M C-127 / C-128	1 - PER DAY	12Kg
	SIEVE ANALYSIS	A.S.T.M. C - 136	1 - PER EACH ADDITIONAL 500 TONS PRODUCED	25Kg
UNCOMPACTED ASPHALTIC CONCRETE MIXTURE	IGNITION-GRADATION	ARIZ.427	1 - PER FIRST 500 TONS PER DAY	9 Kg
	GYRATORY COMPACTION	AASHTO TP4	1 - PER FIRST 500 TONS PER DAY	9 Kg
	MAX. THEORETICAL SPECIFIC GRAVITY	A.S.T.M. D - 2041	1 - PER FIRST 500 TONS PER DAY	7 Kg
	IGNITION-GRADATION	ARIZ.427	1 - PER EACH ADDITIONAL 500 TONS PRODUCED	9 Kg
	MARSHAL COMPACTION	ASTM D-6926/D6927	1 - PER FIRST 500 TONS PER DAY	9 Kg
COMPACTED ASPHALTIC CONCRETE MIXTURE	NUCLEAR DENSITY	A.S.T.M. D - 2950	1 - PER 750 LINEAR FT PER PASS OR RIBBON	N/A
	SPECIFIC GRAVITY BY CORE SAMPLE	A.S.T.M. D - 2726	1 - PER 750 LINEAR FT PER PASS OR RIBBON	N/A

revised 1/07/2013

City of Glendale				
Minimum Construction Materials Field Testing Frequency				
Type of Material	Type of Structure	Minimum Test Frequency	Minimum Test Requirement	Test Method
Native In-Situ	Curb, Gutter & Sidewalk	1-per 500 lin.ft.	90% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Native In-Situ	Roadway Subgrade	1-per 500 lin.ft.	95% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Native In-Situ	Trench Backfill	1-per 500 lin.ft. per 1 ft. lift	95% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Native In-Situ	Structural Fill	1-per lift	95% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Native In-Situ	Driveways, Aprons, Valley Gutters	1- per structure	95% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Aggregate Base	Pipe Bedding	1-per 500 lin.ft.	95%	ASTM D-698 / D-2922
Aggregate Base	Curb, Gutter & Sidewalk	1-per 500 lin.ft.	95%	ASTM D-698 / D-2922
Aggregate Base	Roadway Base	1-per 500 lin.ft.	100%	ASTM D-698 / D-2922
Aggregate Base	Structural Fill	1-per lift	95%	ASTM D-698 / D-2922
Concrete	Curb, Gutter, Sidewalk, Driveways	1 set per 50 yards or 1/2 days pour	1 set of (4) 4X8 Cylinders	ASTM C-71 / C-172
Asphaltic Concrete	Roadway (Arterial)	1-per 750 lin.ft. per pass	92% - Nuclear Density	ASTM D-2950 / D-2041
Asphaltic Concrete	Roadway (Arterial)	1-per 750 lin.ft. per pass	92% - Core Density	ASTM D-2726
Asphaltic Concrete	Roadway (Residential)	1-per 750 lin.ft. per pass	95% - Marshall Density	ASTM D-6926/D6927
Asphaltic Concrete	Roadway (Residential)	1-per 750 lin.ft. per pass	95% - Core Density	ASTM D-2726
Asphaltic Concrete	Roadway	1 Sample per 500 tons	Uncompacted Field Sample	AC Laboratory Tests*
<p>NOTE: This table is based on the approximate <u>minimum</u> number of tests to be performed and requirements may be increased depending on site conditions or other circumstances at the discretion of the City of Glendale.</p> <p>* All Asphaltic Concrete Laboratory Tests are covered on another sheet provided upon request.</p>				

Revised 01/07/2013

13. **CASH FLOW REPORT:** The Contractor shall prepare a Cash Flow Report for projected monthly project cash flow on a City provided form and submit it for approval prior to issuance of the Notice to Proceed. The accumulation of monthly pay estimate costs shall be plotted versus time in accordance with the proposed construction schedule. After approval, the Contractor shall submit an updated Cash Flow Report prior to the receipt of each Progress Payment. Each updated Cash Flow Report shall reflect the Contractor's actual monthly payment versus the actual elapsed contract time.

At the City's request, if the projected quarterly project cash flow varies by more than ten percent of the total contract price, the Contractor shall prepare a revised Cash Flow Report. Each revised Cash Flow Report is subject to approval by the City prior to issuance of the progress payment.

Revisions to the report resulting from Contractor initiated delays or work schedule changes shall be at no cost to the City. Any revisions required by City initiated delays or changes to the work shall be paid as an integral part of the approved Change Order.

14. **CONSTRUCTION SIGN:** The project type to be indicated on the sign shall be **PROJECT NO. 161718 - 91ST AVENUE IMPROVEMENTS**. See "Construction Sign Detail."

15. ALLOWANCE FOR CONSTRUCTION CONTINGENCIES: Bid schedule includes a lump sum contingency allowance. This allowance is at all times the property of the City and is for the sole purpose of reimbursing Contractor for any unforeseen work not apparent at the time of bidding or additional work requested by the CITY OF GLENDALE.

No work anticipated for reimbursement under this Bid Item shall be initiated by Contractor until Contractor, City of Glendale Representative and City of Glendale agree on the scope and cost to perform the additional work. The Contractor shall prepare and submit to City of Glendale Representative a cost itemization and summary for the additional work. City of Glendale Representative and City of Glendale shall review and approve prior to Contractor proceeding with any additional work. Any portion of the stated sum not expended remains the property of the City of Glendale.

Work under this section shall consist of any additional work identified by the owner and contractor due to construction activity. All work under this item shall be itemized as per MAG requirements and deducted from the set amount of **\$40,000**. All work under this section shall include but is not limited to all necessary materials, tools, layout, survey and labor required to complete each task.

Measurement and payment for this item shall be made on an individual basis per task and as described above. Limit for this item is set at **\$40,000** on the bid form, under line item OWNERS ALLOWANCE FOR CONSTRUCTION CONTINGENCY.

END OF SPECIAL PROVISIONS

CONSTRUCTION SIGN DETAIL

CONSTRUCTION SIGNS ARE TO BE IN PLACE BEFORE PHYSICAL CONSTRUCTION BEGINS

SIGNS SHALL BE MADE OF 3/4" AC EXTERIOR PLYWOOD OR OTHER MATERIAL APPROVED BY THE ENGINEER

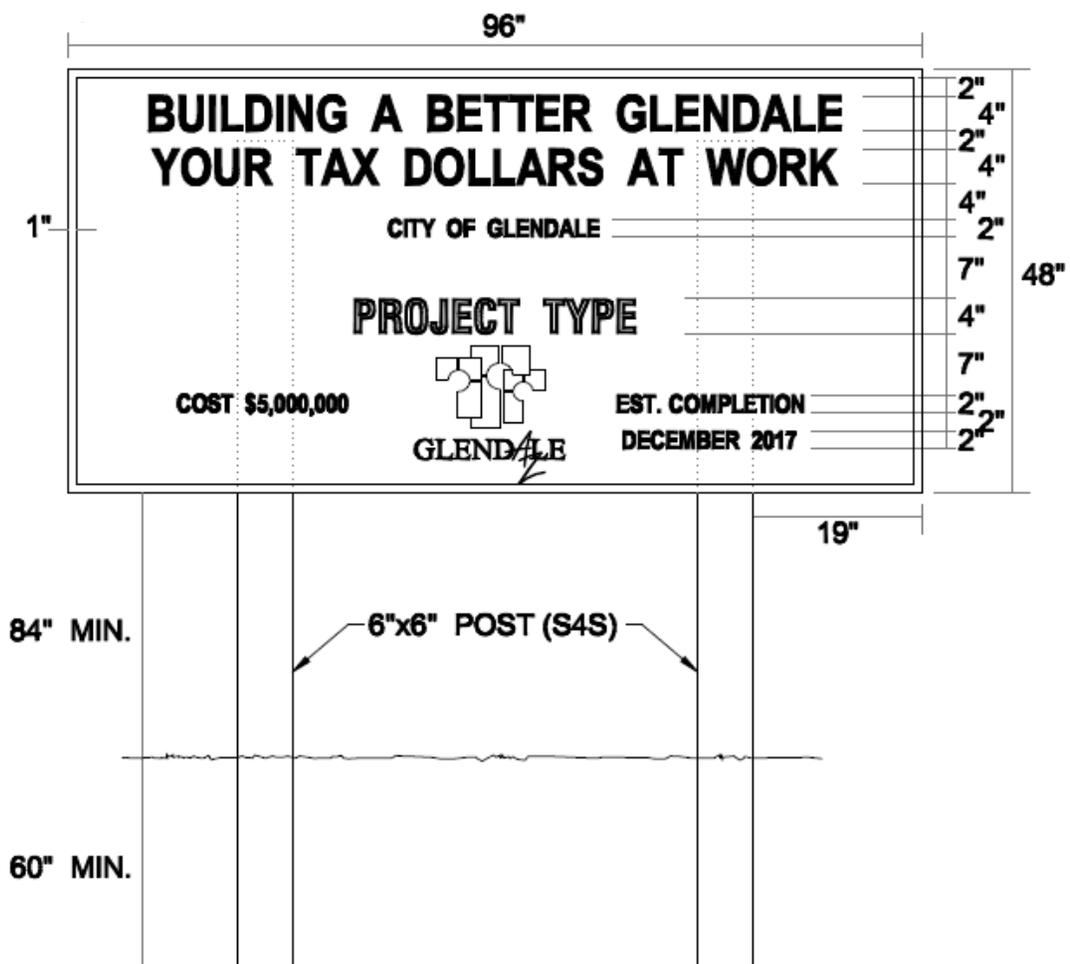
BACKGROUND TO BE PAINTED WHITE WITH STENCIL BLACK LETTERS, NUMERALS AND BORDER.

POSTS SHALL BE PAINTED WHITE. ALL MOUNTING HARDWARE TO BE RUST PROOF MATERIAL.

SIGNS SHALL BE SO PLACED THAT THEY WILL NOT OBSCURE OR DETRACT FROM OTHER SIGNING.

CONTRACTOR TO FILL IN THE PROJECT TYPE, COMPLETION DATE, AND COST AS DIRECTED.

THE 12" X 13" TWO COLOR GLENDALE LOGO IS AVAILABLE BY CONTACTING THE CITY OF GLENDALE ENGINEERING DEPT. AT 623-930-3630. COST \$18.00



TECHNICAL SPECIFICATIONS

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PART A: SUPPLEMENTAL SPECIAL PROVISIONS

The following project special provisions are modified to add:

TRAFFIC REGULATIONS:

- 1.1.1. Contractor shall obtain a barricade permit from the City prior to deploying any traffic control equipment. All barricading shall conform to City of Glendale Municipal Code Article III Sections 24 through 37 and 44 through 49 and Phoenix Barricade Manual. If traffic control equipment setups encroach into adjacent municipalities right-of-way, Contractor shall obtain a barricade permit from that municipality and all barricading shall conform to that municipalities requirements where required.
- 1.1.2. It is the preference of the City to avoid weekend and night construction work. Contractor must request one (1) week in advance from the City of any intended weekend work. The City's Deputy Public Works Director ("Transportation") and Project Manager will determine if such work shall be permitted. Contractor shall notify the public a minimum of three (3) days prior to performing any authorized weekend or night work. All public notifications shall be coordinated through the public outreach consultant.
- 1.1.3. A travel lane will not be considered as open to traffic until it has been graded reasonably smooth and is paved with a minimum of two (2) inches of asphalt or as approved by the City's Deputy Public Works Director ("Transportation"). This shall be considered temporary pavement and shall be removed completely before proceeding with final surfacing.
- 1.1.4. Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two-hundred fifty (250) feet beyond the center of the intersected streets on all legs of the intersection. If requested by the Contractor and reviewed and approved by the City, the City may allow weekend intersection closures. The Contractor must coordinate any closure schedule and approval through the City's Deputy Public Works Director ("Transportation") and Project Manager.
- 1.1.5. The Contractor shall maintain local access to all side streets, access roads and driveways at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be predetermined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.
- 1.1.6. The Contractor shall provide clean and safe crosswalks, and walkways for students attending nearby schools during all hours of school use. In addition to crosswalks, the Contractor shall maintain accessibility to all school bus routes during all hours of school use. The Contractor shall notify minimum one week advance and work with the City's Public Information consultant to notify the school Principal(s) and the school administration office at least 48 hours prior to any restrictions; and shall restore access as soon as possible.
- 1.1.7. The Contractor shall maintain emergency vehicle access at all times.
- 1.1.8. The Contractor shall maintain access to all Parks during park hours. The Contractor shall coordinate with the Parks Department (Bryan Wagner 623-930-2653) 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

- 1.1.9. Contractor shall coordinate construction operations so as to not impact sanitation services by sequencing construction operations to occur on any given roadway segments with sanitation service scheduled for that day. Should construction operations be scheduled for any given roadway segment with sanitation service scheduled for that day, the Contractor shall coordinate and provide sanitation pick up for affected residents by relocating trash containers, or by providing alternative measures acceptable to the Solid Waste Division of the City Public Works Department. At any time project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interrupted, the Contractor shall, prior to causing such closure or disruption, make arrangements with the City of Glendale Solid Waste Division in order that refuse collection Service can be maintained.
- 1.1.10. The Contractor shall maintain pedestrian paths that meet ADA requirements at all times during the entire length of the project. The Contractor shall ensure that all pedestrian walking areas on this project remain in compliance with all the requirements outlined by all current American Disabilities Act regulations. All pedestrian-walking areas, whether paved or unpaved, shall be maintained open and safely usable at all times. Such measures as backfilling or ramping at a 12:1 slope to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Transportation Director or her designee may request temporary hard-surface walkways, and/or covered pedestrian walkways to be installed at no additional cost to the City.

The following special provisions are added to the project special provisions:

CONSTRUCTION SEQUENCING / SCHEDULE: The Contractor shall coordinate traffic control and construction operations.

Contractor shall complete work to construct Montebello Avenue and be open to two way traffic (one lane each way) by April 1, 2018. Completed work shall include:

- Fully operational traffic signal at 91st Avenue and Maryland Avenue intersection
- Street lights
- Curb and gutter
- Pavement section consisting of subgrade preparation, aggregate base course and asphalt base course

STOCK PILE LOCATIONS:

The Contractor shall be responsible for securing and maintaining a Marshaling Yard as specified in MAG Standard Specification Sections 104.1.3, 104.1.4, and 107.6.1. Contractor is advised City owns property area bounded by Bethany Home Road, 91st Avenue, Montebello and east edge of new parking lot. City will lease this area to Contractor for use as Marshaling Yard.

- A. **MAG 107.6.1 Contractor's Marshaling Yard:** If the Contractor or his subcontractor utilizes property outside the limits of the project in the performance of the contract, the Contractor/subcontractor shall comply with the following:

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

(A) Prior to occupying the property, the Contractor shall provide written notification as to the number and location of all properties to be used. The notification shall specify in detail how the Contractor proposes to use each property and how he proposes to comply with (B) through (D) below. Also, the Contractor shall provide a statement, signed by the property owner(s), which gives the Contractor permission to use the property. (B) The property(s) shall be adequately maintained to control dust, mud, trash and other pollutants from leaving the property. (C) Work on the property(s) shall be scheduled so as to comply with the City of Glendale Noise Ordinance. (D) Use of the property(s) such as location of stored materials, service of equipment, etc., shall be conducted to minimize impact on adjacent properties. (E) The Contractor shall leave the property in a condition, as determined by the Engineer, equivalent to that which existed prior to entry. In no case shall any use cause, or allow to remain, any negative impact to adjoining properties or right-of-way unless such impact existed prior to the Contractors' use. (F) The Contractor shall obtain a written release signed and dated from each property owner after completion of use. Each release shall state that, at the time of signing, the owner accepts the property in its present condition from the Contractor and relieves the Contractor and the Agency from any or all claims for the use or damage to said property. A copy of each release shall be submitted to the Engineer. (G) This Subsection also applies to all levels of subcontractors who will need to obtain marshaling yards for the project, which will be separate from that of the Contractor. It will be the responsibility of the Contractor to obtain copies of the various documents from the subcontractors, as required above, and provide them to the Engineer.

- B. **MAG 107.6.1.2 Contractor's Marshaling Yard when the City of Glendale is not the Contracting Party (private development, utility work, subdivision construction, etc):** All conditions will apply as in Subsection 107.6. 1.1 except that the permit holder will be responsible for obtaining all documents. The permit holder will retain the documents and make them available to the Agency upon request.
- C. **MAG 107.6.2** The Contractor shall comply with the City of Glendale Code concerning work hours and noise level during construction.

SAFETY AND DAILY CLEANUP:

The contractor shall remove all debris and other deleterious construction material materials from the worksite on a daily basis. The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The Contractor shall provide for the safety, convenience, and the protection of persons and property, of the general public, and residents along the street, highway, and areas adjacent to the work area.

PUNCH LIST ITEMS:

The Contractor shall complete all punch list items 30 days after punch list is received by Contractor from the City.

CONSTRUCTION QUANTITIES:

The Contractor shall accompany the City of Glendale engineer or their representative during measurement of all construction quantities.

END OF SUPPLEMENTAL SPECIAL PROVISIONS

PART B: BID ITEMS

The following bid items are numbered to correspond to the Schedule of Bid Items. They are included to explain details of work not covered by applicable Standard Specifications and to relate work and pay quantities to the specific Bid Item. Any work shown on the plans and not included in a bid item shall be considered incidental to the project.

ITEM 1 CONSTRUCTION SURVEYING AND LAYOUT

General:

See Paragraph 3 “Construction Surveying and Layout” of the Special Provisions.

Measurement:

See Paragraph 3 “Construction Surveying and Layout” of the Special Provisions.

Payment:

See Paragraph 3 “Construction Surveying and Layout” of the Special Provisions.

ITEM 2 ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM (AZPDES)

General:

See Paragraph 11 “AZPDES PERMIT REQUIREMENTS” of the Special Provisions.

Measurement:

See Paragraph 11 “AZPDES PERMIT REQUIREMENTS” of the Special Provisions.

Payment:

See Paragraph 11 “AZPDES PERMIT REQUIREMENTS” of the Special Provisions.

ITEM 3 MOBILIZATION/DEMOBILIZATION

Description:

Mobilization/demobilization shall include movement of Contractor’s personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project locations.

Measurement:

Mobilization/demobilization will be measured by the lump sum as a single complete unit of work.

Measurements and Payment:

Payment for mobilization/demobilization will be made at the contract lump sum price. Payment shall be made in equal one-third portions. The first payment will be paid with the Contractor’s initial billing. The second payment will be made when the total payments to the Contractor for the pay items; exclusive of payments for mobilization/demobilization, equal greater than one-half of the initial contracted amount, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the final payment due to the Contractor.

ITEM 4 SUBGRADE PREPARATION

Description:

The work under this item shall consist of excavation and grading involved in the preparation of the roadway subgrade for construction of the roadway as shown on the Project Plans.

Construction Requirements:

Comply with MAG Uniform Standard Specifications Section 205 and 301 in its entirety, including all City of Glendale supplements except as modified herein.

Method of Measurement:

Subgrade Preparation shall be measured per square yard including roadway excavation, borrow excavation, fill construction and subgrade preparation.

Basis of Payment:

The accepted quantity of Subgrade Preparation, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for the work, complete in place.

ITEM 5 AGGREGATE BASE COURSE (12" THICK)

Description:

Aggregate base course shall be per MAG Section 301, shall consist of new material only and shall be furnished from an approved supplier. No recycled base material, asphalt, concrete, organic, etc. material shall be used to haul, prepare, construct, or compact aggregate base course or native material as detailed in the construction plans and these special provisions.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications Sections 310 and 702. Price bid shall include subgrade preparation per MAG Section 301 as well as all labor, material, and equipment necessary to install the Aggregate Base Course complete in accordance with the plans, details, and these Special Provisions.

Measurement:

Measurement shall be per ton basis. No distinction will be given between thicknesses of material, as detailed in the construction plans/documents, compacted in place.

Payment:

The accepted quantities for Aggregate Base Course, measured as provided above, will be paid for at the contract unit price per ton, which price shall be full compensation for the work, complete in place.

ITEM 6 ASPHALT CONCRETE PAVEMENT (5" THICK, MARSHALL) STRUCTURAL SECTION

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to place asphaltic concrete at the thickness indicated and locations indicated in the contract documents.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 321.

Asphaltic Concrete Mix Designs

Asphalt mix designs shall be prepared and submitted for approval in accordance with the current version of MAG Uniform Standard Specifications and Details for Public Works Construction Section 710 "Asphalt Concrete".

Asphalt concrete shall be produced and placed in accordance with MAG Section 321 "Placement and Construction of Asphalt Concrete Pavement".

The designation for asphalt concrete mixes shall be based on the nominal maximum aggregate size of the mix as indicated in the MAG Uniform Standard Specifications. The applicable mix designation is ¾ inch (19mm) mix.

When in dispute, street classifications (i.e. minor, collector, major collector) shall be determined by the City of Glendale or as dictated on project plans.

The following table (MAG Table 710-1) displays the recommended lift thickness for various asphalt concrete mix designations found within MAG Section 710. Please note that these recommended lift thicknesses are minimums based on each mix designation's "Nominal Aggregate Size" and the relative coarseness of its gradation. The compacted thickness of layers placed shall not exceed 150% of the Minimum Lift Thickness of Table 710-1 (below) except as otherwise provided in the plans and specifications, or if approved in writing by the Engineer.

Table 710-1		
RECOMMENDED MINIMUM LIFT THICKNESS'S for ASPHALT CONCRETE MIXES		
Asphalt Concrete Mix Designation (inches)	Minimum Lift Thickness Marshall Mixes	Minimum Lift Thickness Gyratory Mixes
3/8"	1.0"	1.5"
1/2"	1.5"	2.0"
3/4	2.5"	3.0"
BASE	3.0"	n/a

Asphaltic Concrete Material Sampling & Testing

Laboratory and field testing and sampling shall adhere to the current City of Glendale minimum frequencies of the Special Provisions. Formal documentation, records etc. shall be provided to the City in a timely manner and as part of required project documentation for overall project acceptance. The City reserves the right to utilize independent / additional testing to confirm prior results.

Measurement:

Asphaltic concrete will be measured by the TON installed mineral aggregate, asphalt cement, and mineral admixture.

The Contractor will be responsible to replace, at their cost, any and all damaged pavement outside the pay limits, due to their activities on the project. This includes, but is not limited to, the replacement of newly cracked pavement where the cracks have been widened, the replacement of any chipped or missing pieces of pavement, and the replacement of any deformed pavement. The pavement will be

sawcut at right angles to the roadway, to encompass the replacement areas.

This item includes any necessary replacement aggregate base, compaction of the replacement aggregate base, and paving at all curb ramp construction locations.

Payment:

The accepted quantities of asphaltic concrete, measured as provided above, will be paid for at the contract unit price per ton, which price shall be full compensation for the work, complete in place.

ITEM 7 EMULSIFIED ASPHALT FOR TACK COAT, TYPE SS-1H

Description:

This work shall consist of applying bituminous tack coat at all locations indicated on the Project Plans or as directed by the Engineer.

Materials:

Bituminous tack coat shall be of SS-1h type, or approved equal, and shall conform to MAG Uniform Standard Specification Section 713 in its entirety.

Construction Requirements:

Comply with MAG Uniform Standard Specifications Section 329 in its entirety, including all City of Glendale supplements except as modified herein.

Tack coat shall be applied at the rate of no less than 0.08 gallons per square yard or as directed by the Engineer.

Method of Measurement:

Bituminous Tack Coat will be measured per ton, as shown on the Project Plans, including application.

Basis of Payment:

The accepted quantities of Bituminous Tack Coat, measured as provided above, will be paid for at the contract unit price per ton which price shall be full compensation for the work, complete in place.

No additional payment will be made for applying bituminous tack coat, the costs being considered included in this item.

ITEM 8 CONCRETE SIDEWALK PER MAG STD. DET. 230 WIDTH PER PLANS

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to construct concrete sidewalk at all locations shown on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340.

Measurement:

Sidewalk will be measured per square foot.

Payment:

The accepted quantities of sidewalk, measured as provided above, will be paid for at the contract unit

price per square foot, which price shall be full compensation for the work, complete in place.

ITEM 9 CONCRETE CURB AND GUTTER PER MAG STD. DET. 220-1, TYPE A, H = 6”

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to construct concrete curb, curb and gutter, curb termination, and curb transition of the type indicated at all locations shown on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340.

Measurement:

Curb, curb and gutter, curb termination, and curb transition will be measured per lineal foot.

Payment:

The accepted quantities of curb, curb and gutter, terminations, and transitions, measured as provided above, will be paid for at the contract unit price per lineal foot, which price shall be full compensation for the work, complete in place.

No additional payment will be made for the transitions between different curb types, the cost considered included in these bid items.

ITEM 10 REMOVE SINGLE CURB

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove single curb as indicated in the Project Plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Method of Measurement:

Removal of single curb, curb and gutter, and roll curb will be measured per linear foot, including all backfill and compaction of any voids, and proper disposal.

Basis of Payment:

The accepted quantities of removal of single curb, curb and gutter, and roll curb, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place.

ITEM 11 REMOVE AC PAVEMENT

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove

AC pavement as indicated in the Project Plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Removal of AC Pavement will be measured per square yard, including all backfill and compaction of any voids, and proper disposal.

Payment:

The accepted quantities of remove AC pavement, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for the work, complete in place.

ITEM 12 REMOVE CURB & GUTTER

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove concrete curb and gutter as indicated on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Remove curb and gutter will be measured per linear foot, including all backfill and compaction of any voids, and proper disposal.

Payment:

The accepted quantities of remove curb and gutter, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place.

ITEM 13 REMOVE AND SALVAGE SIGN & POST

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove and salvage sign and post as indicated on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Remove and salvage sign & post will be measured per each.

Payment:

The accepted quantities of remove curb and gutter, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 14 SAW CUTTING

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to sawcut existing asphalt or concrete as indicated on the project plans. The work under this item also includes all requirements for removal of pavement or concrete at all sawcut locations.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350. Sawcut width to be minimum of 4 ft per COG requirements. Asphalt removal will be quantified under Item 2 Remove AC Pavement. In all locations where asphalt has been sawcut and new asphalt is to be placed to match existing, the edges of the existing pavement shall be prepared with joint sealant per Item 7.

Measurement:

Saw cutting will be measured per linear foot.

Payment:

The accepted quantities of saw cutting, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place.

ITEM 15 TRAFFIC CONTROL

Description:

This item consists of a lump sum contingency allowance for the sole purpose of reimbursing Contractor for any traffic control required to complete construction activities.

Construction Requirements:

See "Traffic Regulations" of the project special provisions.

Measurement:

Traffic control shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein and required to provide temporary traffic control.

Payment:

Twenty five percent of the unit price bid will be paid in the following billing cycle upon conclusion of the pre-construction conference, substantial mobilization to the project and satisfactory initial installation of temporary traffic control devices. The remaining 75 percent will be paid in monthly increments based on the current month's percentage of project completion to include punch list items as calculated by the total payments made to the contractor divided by the total bid amount for the project.

The bid item shall be considered to include any additional costs for overtime hours for civilian or local enforcement flaggers, and drivers (Truck mounted Attenuation Device).

ITEM 16 OBLITERATE EXISTING PAINT STRIPING
ITEM 17 OBLITERATE EXISTING PAVEMENT MARKINGS

Description:

The work under this section consists of the contractor furnishing all labor, materials, tools, and equipment to obliterate existing pavement markings and symbols prior to installing permanent pavement markings.

Construction Requirements:

The contractor shall remove all existing pavement markings, striping, and symbols in conflict with the final striping plan by ultra high pressure water (36,000 PSI). This removal method shall be done in conformance with EPA requirements. If the removal of striping or symbols causes a depression of 1/8 inch or greater in depth in the pavement surface, the contractor shall seal the area with slurry per MAG standard Specifications 713 and 715, Type II. Covering existing markings or symbols with black paint, tar or any other substance does not constitute line removal and will not be approved.

Method of Measurement:

Obliterate existing pavement markings (stripe) shall be measured per linear foot and paid at the linear foot price (regardless of marking width) indicated on the Bid Schedule, which price shall be full compensation for the work as described herein and required to obliterate required pavement markings (stripe).

Obliterate existing symbols and legends shall be measured per each and will be paid for at the contract unit price per each, which price shall be full compensation for the work as described herein and required to obliterate required pavement symbol or legend.

Basis of Payment:

No payment in excess of 100% of the contract bid price shall be made, unless authorized by the Engineer as a result of extra work authorized in accordance with Section 109.4 of C.O.G. Project No. 161729 32

the MAG Uniform Standard Specifications. The bid item shall be considered to include any additional costs for sealing depressions greater than 1/8 inch.

Contractor is encouraged to review existing site conditions to determine exact obliteration required.

ITEM 18 8" WHITE TRAFFIC PAINT STRIPE (DROP LANE, 3' LONG, 9' GAP)

ITEM 19 4" DASHED WHITE TRAFFIC PAINT STRIPE

ITEM 20 8" WHITE TRAFFIC PAINT STRIPE

ITEM 21 12" WHITE TRAFFIC PAINT STRIPE

ITEM 22 PREFORMED PLASTIC (SINGLE ARROW)

Description:

The work under this section shall consist of cleaning and preparing the pavement surface, furnishing all materials, experienced supervision, labor, equipment, tools, transportation, supplies and applying white or yellow, water-borne, lead-free, rapid-dry traffic paint and reflective glass beads at the locations and in accordance with the details shown on the plans, MUTCD, the requirements of these

specifications, or where determined by the Engineer.

Materials:

All material used in the formulation of the pavement marking paint shall meet the requirements specified in Section 708 of the ADOT Standard Specifications for Road and Bridge Construction 2008 (ADOT Standard Specifications). Any materials not specifically covered shall meet the approval of the Engineer.

Construction Requirements:

The traffic paint and beads shall be placed on the pavement by a spray-type, self-propelled pavement marking machine except that temporary striping during construction may be placed with other equipment designed for application of paint and beads with the approval of the Engineer. The permanent paint shall be installed per Section 708 of the ADOT Standard Specifications and in conformance with the City of Glendale standards. If any conflicts arise between these special provisions and the notes or City details, the City of Glendale notes and requirements will supersede these special provisions.

Measurement:

Pavement marking paint will be measured by the linear foot along the centerline of the pavement stripe. Skips in dashed lines will not be included in the measurement. Length of pavement markings will be based on 4-inch wide stripe. Measurement for striping with a plan width greater or less than the basic 4 inches as shown on the plans or requested by the Engineer will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{4 \text{ (inches)}}$$

Painted temporary striping installed in compliance with section 462.3.2 (B) or (B) will be measured and included in the striping quantities.

Symbols, legends, painted medians, painted curbing, and painted islands will be measured by each unit applied. Each legend, regardless of the number of letters, will be considered as a single unit. No separate measurement will be made for cleaning and preparing the pavement surface, including abrasive sweeping and high-pressure air spray. The cost of disposal of excess materials, cleaning fluids, and empty material containers, will be considered as included in contract items.

Payment:

Pavement striping of the type specified, measured as provided above, will be paid for at the contract price per linear foot for the total length of painted line applied to the nearest foot, which price shall be full compensation for the work complete, including cleaning and preparing the pavement surface and glass beads, as described and specified herein and on the project Plans.

Pavement symbols, legends, painted medians, painted curbing, and painted islands measured as provided above, will be paid for at the contract price for each painted symbol or legend, which price shall be full compensation for the work complete, including cleaning and preparing the pavement surface, and glass beads, as described and specified herein and on the project Plans.

ITEM 23 REMOVE AND RELOCATE EXISTING ILLUMINATED STREET NAME SIGN WITH MOUNTING HARDWARE

ITEM 24 REMOVE AND RELOCATE EXISTING EMERGENCY PRE-EMPTION DETECTOR WITH MOUNTING HARDWARE

ITEM 25 REMOVE AND RELOCATE EXISTING VIDEO DETECTION CAMERA WITH MOUNTING HARDWARE

ITEM 26 RE-AIM EXISTING VIDEO DETECTION CAMERA

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove, relocate or re-aim the item as indicated on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Removal, relocations, and re-aiming of the equipment for the bid items above shall be measured per each.

Payment:

The accepted quantities of equipment complete with mounting hardware above, will be paid for at the contract unit price per each unit installed complete-in-place, as specified. Said payment shall be compensation in full for all related items including all incidental work not specifically covered in other pay items.

ITEM 27 STREET LIGHT POLE FOUNDATION (COG DETAIL PF2)

ITEM 28 STREET LIGHT POLE (COG DETAIL, P1)

ITEM 29 LUMINAIRE MAST ARM (COG DETAIL, A6)

ITEM 30 113-WATT LED LUMINAIRE

Description:

The work under these items shall consist of furnishing all labor, equipment and materials required to construct the roadway lighting poles and mast arms as called for in the project plans.

Materials:

Roadway lighting poles, mast arms and foundations shall be in conformance with the City of Glendale Street Lighting Manual 2006.

Construction Requirements:

Construction requirements shall be in accordance with the requirements of the City of Glendale Street Lighting Manual 2006.

Measurement:

The roadway lighting poles and mast arms will be measured as a unit for each type of support, pole, pole foundation, and mast arm furnished and installed.

Payment:

The accepted quantities of pole, pole foundation and mast arm measured as provided above, will be paid for at the contract unit price each, for the type of support or foundation designated in the bidding schedule, complete in place, which price shall be full compensation for the work described and specified herein and on the plans, including all hardware, excavation, backfill and incidentals necessary to complete the work and as directed by the Engineer.

ITEM 31 ELECTRICAL CONDUIT (2 INCH) (SCH 40 PVC)

Description:

The work under this section shall include the furnishing of all materials, equipment and labor for the installation of PVC conduit for this project's roadway lighting system in accordance with the details shown on the project plans. Conduits crossing 91st Avenue shall be installed by jack and bore method with no open trenching allowed across any existing pavement surface.

Materials:

Electrical conduit materials shall meet the requirements of ADOT Standard Specifications for Road and Bridge Construction 2008, Section 732-2.

Construction Requirements:

The electrical conduit shall be per the type identified in the project plans and shall be installed per the requirements of the City of Glendale Street Lighting Manual 2006. Installation shall also conform to ADOT Standard Specification 732-3 and the City of Glendale Traffic Signal and Intelligent Transportation Systems Standards and Specifications.

Measurement:

Electrical conduit will be measured by the linear foot by each diameter size combination, and method of installation (trenching or directional drilling), from center to center of pull boxes, or center of pull box to center of foundation, or center of pull box to edge of building. Vertical conduits and conduit sweeps, conduit in pull boxes, conduit in foundations, clearing and grubbing, and replacement of any landscape vegetation damaged during trenching activities are not measured or paid. The contractor is alerted to the fact that hand digging may be required in the installation of trenches and pull boxes. No extra payments will be made for hand digging.

No measurement or payment will be made for locating existing conduit, couplings, expansion fittings, clearing the conduit prior to cable installation, removal of spoilage, and all other materials, the cost being considered as included in the price of the conduit.

Payment:

The accepted quantity for electrical conduit of each diameter size, measured as provided above, will be paid for the contract unit price per linear foot, which price shall be full compensation for the work, complete in place, including excavation, backfill and any incidentals necessary to complete the work. No direct payment will be made for bore installation, boring, bore pits, rigid metal conduit bends or rigid non-metallic conduit bends at pull boxes, expansion fittings and coupling fittings, the cost being considered as included in the contract price for the conduit items.

ITEM 32 REMOVE AND RELOCATE SIGNAL POLE W/ (55') MAST ARM

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove and relocate the item as indicated on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Removal, relocations, and re-aiming of the equipment for the bid items above shall be measured per each.

Payment:

The accepted quantities of equipment complete with mounting hardware above, will be paid for at the contract unit price per each unit installed complete-in-place, as specified. Said payment shall be compensation in full for all related items including all incidental work not specifically covered in other pay items.

ITEM 33 REMOVE EXISTING PILASTER BLOCK WALL

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove the item as indicated on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Removal of the wall for the bid items above shall be measured per lineal foot.

Payment:

The accepted quantities of wall removal will be paid for at the contract unit price per lineal foot unit removed as specified. Said payment shall be compensation in full for all related items including all incidental work not specifically covered in other pay items.

ITEM 34 RELOCATE FIRE HYDRANT

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to relocate fire hydrants complete in place as shown on the project plans. Installation shall include all equipment, labor and materials.

Construction Requirements:

All work shall be completed in accordance with City of Glendale 2015 Engineering Design and Construction Standards section 6.22 and Glendale Standard Detail G-660 and 662.

Measurement:

Fire hydrant complete will be measured per each, and shall include all excavation, pipe, fittings, restraint systems, bedding, backfill, and compaction.

Payment:

The accepted quantities of fire hydrant assembly complete with tee and gate valve above, will be paid for at the contract unit price per each unit installed complete-in-place, as specified. Said payment shall be compensation in full for all related items including all incidental work not specifically covered in other pay items.

ITEM 35 REMOVE AND RESET EXISTING ROLLING CHAIN LINK GATE STRUCTURE

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to relocate

existing rolling chain link gate structures complete in place as shown on the project plans. Installation shall include all equipment, labor and materials.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Remove and reset existing rolling chain link gate structure complete will be measured per each, and shall include all excavation, pipe, fittings, restraint systems, bedding, backfill, and compaction.

Payment:

The accepted quantities of remove and reset existing rolling chain link gate structure complete with tee and gate valve above, will be paid for at the contract unit price per each unit installed complete-in-place, as specified. Said payment shall be compensation in full for all related items including all incidental work not specifically covered in other pay items.

ITEM 36 PAVEMENT JOINT SEAL PER COG STD DET G-317

Description:

The work under this item shall consist of supplying all labor, materials, tools, equipment and labor to apply pavement joint sealant prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, between layers of bituminous mixtures, or to edges or vertical surfaces against which a bituminous mixture is to be placed.

Materials:

All materials shall comply with MAG Uniform Standard Specifications section 713 for SS-1H grade, slow setting type emulsified asphalt.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 329.

Measurement:

Emulsified asphalt for tack coat will be measured per lineal foot.

Payment:

The accepted quantities of emulsified asphalt for tack coat, measured as provided above, will be paid for at the contract unit price per lineal foot, which price shall be full compensation for the work, complete in place.

ITEM 37 ADJUST ELECTRICAL BOX TO GRADE

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to adjust electrical box as indicated on the Project Plans.

Construction Requirements:

Work under these items includes the adjustment of each box, as well as any related appurtenance required by SRP standards.

Measurement:

Adjust electrical boxes complete will be measured per each, and shall include all excavation, conduit, fittings, restraint systems, bedding, backfill, and compaction.

Payment:

The accepted quantities of adjust electrical boxes complete, will be paid for at the contract unit price per each unit adjusted complete-in-place, as specified. Said payment shall be compensation in full for all related items including all incidental work not specifically covered in other pay items.

ITEM 38 CONCRETE CURB & GUTTER PER MAG STD DET 220-1, TYPE A, H=6" MOD WITH REVERSE PAN

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to construct concrete curb and gutter, of the type indicated at all locations shown on the Project Plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications Section 340.

Method of Measurement:

Concrete curb and gutter will be measured per linear foot, including all transitions.

Payment:

The accepted quantities of concrete curb and gutter, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place.

No additional payment will be made for the transitions between different curb types, the cost considered included in these bid items.

ITEM 39 VALLEY GUTTER/APRON PER MAG STD. DET. 240

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to construct concrete valley gutter with aprons at all locations shown on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340.

Measurement:

Valley gutter will be measured per square foot.

Payment:

The accepted quantities of valley gutter, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work, complete in place.

ITEM 40 DRIVEWAY PER COG STD. DET. G-458, WIDTH PER PLAN

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove concrete driveways at all locations shown on the project plans.

Construction Requirements:

All work shall be completed in accordance with COG standards and MAG Uniform Standard Specifications section 350.

Measurement:

Driveway will be measured per square foot.

Payment:

The accepted quantities of driveway, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work, complete in place.

ITEM 41 REMOVE CONCRETE DRIVEWAY/SIDEWALK

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to remove existing driveway and sidewalk as indicated on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Remove Existing Driveway and Remove Existing Sidewalk will be measured per square foot, including backfill and compaction of any voids, and proper disposal.

Payment:

The accepted quantities of Remove Existing Driveway and Remove Existing Sidewalk, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work, complete in place.

ITEM 42 SIDEWALK RAMP PER PLAN SHEET DT01

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to construct concrete sidewalk ramps per the standard detail indicated at all locations shown on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340 in its entirety, including all City of Glendale Supplements. Sidewalk ramp shall be constructed in accordance with Detail 1, Sheet DT01.

Measurement:

Sidewalk ramp will be measured per square foot.

Payment:

The accepted quantities of sidewalk ramp, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work, complete in place.

ITEM 43 DETECTABLE WARNING STRIP

Description:

The work under this item shall consist of furnishing all labor, materials, and equipment necessary place new detectable warning strips at all locations indicated on the Project Plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340 in its entirety, including all City of Glendale Supplements. Detectable warning strips shall be constructed in accordance with Detail 1, Sheet DT01.

Materials:

Truncated domes shall be STRONGGO TekWay ADA Dome Tiles or approved equal. Expansion joint filler shall conform to City of Glendale Standard Detail G-345.

Measurement:

Detectable warning strips will be measured per each.

Payment:

The accepted quantities of detectable warning strips will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 44 6" SINGLE CURB WITH REVERSE PAN

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to construct concrete curb, of the type indicated at all locations shown on the Project Plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications Section 340.

Method of Measurement:

Concrete curb and gutter will be measured per linear foot, including all transitions.

Payment:

The accepted quantities of concrete curb and gutter, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place.

No additional payment will be made for the transitions between different curb types, the cost considered included in these bid items.

ITEM 45 REMOVE, STOCKPILE AND REPLACE DECOMPOSED GRANITE PER DETAIL A SHEET LSDT01:

Description:

The work under this item shall consist of furnishing all labor, equipment and materials required to remove, stockpile, and replace the existing decomposed granite per plan.

Measurement:

Remove, stockpile and replace decomposed granite will be measured per cubic yard.

Payment:

Payment for this item will be made at the accepted unit price per cubic yard. This price shall be full compensation for the work, complete in place.

ITEM 46 REMOVE SIGNAL POLE FOUNDATION

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to remove existing signal pole foundation as indicated on the project plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Remove Existing Signal Foundation will be measured per each, including backfill and compaction of any voids, and proper disposal.

Payment:

The accepted quantities of Remove Existing Signal Foundation, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 47 OWNERS ALLOWANCE FOR CONSTRUCTION CONTINGENCY

General:

This item includes a lump sum contingency allowance for the sole purpose of reimbursing Contractor's equipment, materials and labor to perform work due to unforeseen issues not apparent at the time of bidding or additional work approved by City Representative.

Measurement:

Measurement for this item shall be made for each additional task approved by City's Representative, which price shall be full compensation for the work, complete in place.

Payment:

Payment for this item shall be made on individual basis per task and as described above. Limit for this item is set at the price specified on the bid tab under OWNERS ALLOWANCE FOR CONSTRUCTION CONTINGENCIES.

END OF BID ITEMS