

Staff Summary Report



Council Meeting Date: 06/11/2009

Agenda Item Number: _____

SUBJECT: Request award of a construction contract with B & F Contracting, Inc. and approval of a project contingency for traffic signal foundations.

DOCUMENT NAME: 20090611PWTG09 TRAFFIC SIGNAL MAINTENANCE ADMIN (1105-06)
PROJECT NO. 6903381

COMMENTS: Total cost for this contract is \$732,715 and the amount of the project contingency is \$50,000.

PREPARED BY: Theresa Galindo, Acting Engineering Contracts Administrator (x8518)

REVIEWED BY: John Osgood, Deputy PW Manager/Field Operations (x8949)
Andy Goh, Deputy PW Manager/City Engineer (x8896)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (x8227)

DEPARTMENT REVIEW BY: Glenn Kephart, Public Works Manager (x8205)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6903381

RECOMMENDATION: Award construction contract and approve project contingency.

ADDITIONAL INFO: This is an annual, renewable contract for the installation of traffic signal foundations for traffic signal poles, pull boxes and conduit at City intersections. Annual contracts may be extended up to two years in increments of twelve months, contingent upon Council approval.

On May 6, 2009, the following bids were received:

B & F Contracting, Inc.	\$732,715
Contractors West, Inc.	\$745,950
Roadway Electric, LLC.	\$799,500
Utility Construction Company, Inc.	\$866,950
Arizona Traffic Signal, Inc.	\$906,150
Kroll Contractors, Inc.	\$936,510

Staff reviewed the bid of B & F Contracting, Inc. and found it to be in order. B & F Contracting, Inc. was selected based on the bidding process set forth in A.R.S. § 34-201, et seq.

The project contingency has been established at \$50,000, which is approximately seven percent (7%) of the contract amount, to cover possible unforeseen conditions during construction.



**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

INVITATION FOR BIDS

FOR

TRAFFIC SIGNAL FOUNDATIONS 2009-2011

PROJECT NO. 6903381



CITY COUNCIL MEMBERS

Mayor – Hugh Hallman

**Mark Mitchell
Corey Woods
Shana Ellis**

**P. Ben Arredondo
Onnie Shekerjian
Joel Navarro**

**City Manager – Charles W. Meyer
City Engineer – Andy Goh, P.E.**

2009

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

MAY 1, 2009

TRAFFIC SIGNAL FOUNDATIONS 2009-2011
PROJECT NO. 6903381

ADDENDUM NO. 2 TO THE CONTRACT DOCUMENTS:

The original contract documents are modified or interpreted as stated herein. Receipt of this Addendum No. 2 shall be acknowledged by inserting its number and date in the space provided on the Bid Form. Failure to acknowledge may subject bidder to disqualification.

This Addendum No. 2 consists of 1 - 8.5"x11" page.

NOTICE TO CONTRACTORS

Replace Section 1.1 **OVERVIEW OF THE PROJECT** in its entirety with the following paragraph:

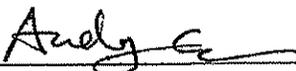
The City of Tempe is seeking to obtain bids for the furnishing of all labor and materials necessary to provide foundations for traffic signal poles and control cabinets, installation of pull boxes and conduit during a twelve (12) month contract period. The resulting contract is subject to renewal for subsequent periods as described within the "Special Terms and Conditions" section of this Invitation for Bid. The City will install all traffic signal poles and control cabinets.

TECHNICAL SPECIFICATIONS

Clarify the following item(s) of work:

Items 1 through 4 and 14 through 17 the City will provide the complete anchor bolt assembly (that includes all anchor bolts, nuts, washers and other necessary hardware) required for each traffic signal foundation to be installed by the Contractor. The contractor shall coordinate with Traffic Operations for inspection and approval of anchor bolt assembly location and installation prior to pouring the foundation concrete. Installation of the traffic signal poles is not included in this contract and shall be completed by the City.




Andy Goh, P.E.
Deputy PW Manager/City Engineer

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

APRIL 27, 2009

TRAFFIC SIGNAL FOUNDATIONS 2009-2011

PROJECT NO. 6903381

ADDENDUM NO. 1 TO THE CONTRACT DOCUMENTS:

The original contract documents are modified or interpreted as stated herein. Receipt of this Addendum No. 1 shall be acknowledged by inserting its number and date in the space provided on the Bid Form. Failure to acknowledge may subject bidder to disqualification.

This Addendum No. 1 consists of 2 - 8.5"x11" pages.

COMPETITIVE SEALED BID

Replace page B-3 with the revised page B-3 attached.

TECHNICAL SPECIFICATIONS

Modify the following item(s) of work:

Item 7 – Electrical Pedestal Foundation (T-656)

The foundations installed under this item shall be 2 feet wide by 2 feet long by 2 feet deep with the top set at an elevation 2-inches above finished grade. The City will install Pedestal and anchor bolts once foundation is accepted.

Item 12 – Installation of 1.5" to 3" conduit within roadway (open cut) shall be revised to clarify that this item does not include trench plating. Trench plating will be covered under Item 26 listed below.

Add the following item(s) of work:

Item 26 – Trench Plating (MAG Standard Detail 211, Type 2) (Allowance)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and MAG Standard Detail 211, Type 2. The scope and price for completion of trench plating will be negotiated prior to performing the trench plating work at each location when needed to accomplish the work under Item No. 12.

Measurement and Payment will be made based on the negotiated price for trench plating work in place and complete at each location.




Andy Goh, P.E.
Deputy PW Manager/City Engineer

19	Sawcut Existing AC Pavement	2000	LF	
20	Remove and Replace Existing AC Pavement	1000	SY	
21	Remove and Replace Existing Concrete Sidewalk	2000	SF	
22	Remove and Replace Existing Concrete Curb and Gutter	500	LF	\$40,000.00
23	Off-Duty Uniformed Officer (Allowance)	1	EA	\$75,000.00
24	Traffic Control (Allowance)	1	EA	\$1,500.00
25	Permit Fees (Allowance)	1	EA	\$75,000.00
26	Trench Plating (MAG Standard Detail 211, Type 2) (Allowance)	1	EA	\$75,000.00

Total Base Bid:

TABLE OF CONTENTS

1.	INTRODUCTION.....	5
1.1.	OVERVIEW OF PROJECT.....	5
1.2.	EXAMINATION OF PREMISES.....	5
1.3.	START OF WORK/TERM OF CONTRACT.....	5
2.	SCOPE OF WORK.....	5
2.1.	CONTRACTOR'S CONSTRUCTION SCHEDULE.....	6
2.2.	UNIFORM STANDARD SPECIFICATIONS.....	6
2.3.	CONTRACTOR'S REPRESENTATIVE.....	6
2.4.	SUPERVISION BY CONTRACTOR.....	6
	AUTHORITY OF CITY ENGINEER'S APPOINTED	
	REPRESENTATIVE.....	7
2.6.	BENEFICIAL OCCUPANCY.....	7
2.7.	SUBSTANTIAL COMPLETION.....	7
2.8.	PROJECT COMPLETION.....	7
2.9.	CONTRACT COMPLETION DATE.....	7
2.10.	FINAL INSPECTION.....	8
2.11.	FINAL ACCEPTANCE & GUARANTEE.....	8
2.12.	AS-BUILT DRAWINGS.....	8
2.13.	SHOP DRAWINGS, SCHEDULES & SAMPLES.....	8
2.14.	QUALITY CONTROL.....	9
2.15.	EXCESS MATERIALS.....	9
2.16.	PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK.....	9
2.17.	SURVEY CONTROL POINTS.....	10
2.18.	HINDRANCES AND DELAYS.....	10
2.19.	SUBSIDIARY WORK.....	10
2.20.	MISCELLANEOUS WORK AND ALLOWANCES.....	11
2.21.	CHANGE ORDERS.....	11
2.22.	ADDITIONAL SERVICES.....	11
3.	SPECIAL TERMS AND CONDITIONS.....	12
3.1.	PERFORMANCE SECURITY.....	12

3.2.	PAYMENT	12
3.3.	PRE-CONSTRUCTION MEETING	12
3.4.	CONTRACT EXTENSION	13
3.5.	SUBLETTING OF CONTRACT	14
3.6.	LICENSES	14
3.7.	HAUL PERMIT	14
3.8.	MISCELLANEOUS REMOVAL AND RELOCATIONS	15
3.9.	ENVIRONMENTAL REQUIREMENTS	15
3.10.	SAFETY REQUIREMENTS	17
3.11.	TRAFFIC CONTROL	17
3.12.	CLEAN-UP	19
3.13.	APPROXIMATE QUANTITIES	19
3.14.	BLUE STAKE	19
3.15.	SALT RIVER PROJECT CONSTRUCTION CLEARANCE AGREEMENT	20
3.16.	NOTIFICATION OF PROPERTY OWNERS	20
3.17.	ACCESS	20
3.18.	PROTECTION OF EXISTING FACILITIES	20
3.19.	UNDERGROUND UTILITIES	20
3.20.	RELOCATION OF UTILITIES	21
3.21.	AMENDMENT OF CONTRACT	21
3.22.	GOVERNMENT APPROVALS AND PERMITS	21
3.23.	KEY CONTACTS	21
3.24.	DUST PREVENTION	22
3.25.	COMPLAINTS FROM THE GENERAL PUBLIC	22
3.26.	INSURANCE AND BOND RATING REQUIREMENTS	22
3.27.	MINIMUM LIMITS OF INSURANCE	22
3.28.	INDEMNIFICATION	26
3.29.	NOTIFICATION OF WORK	26
3.30.	PLANS	27
3.31.	CONFLICTS	27
3.32.	RELOCATIONS	27
3.33.	UNIFORMED OFFICER	27

3.34. SCHEDULING OF WORK.....27

3.35. SANITATION PROVISIONS27

4. INSTRUCTION TO BIDDERS.....28

4.1. SEALED BIDS28

4.2. SECURING DOCUMENTS29

4.3. ADDENDA.....29

4.4. BID SECURITY.....29

4.5. BIDS29

4.6. IRREGULAR BIDS.....30

4.7. BIDDING PHASE REQUIREMENTS.....30

4.8. PRE-CONTRACT AWARD REQUIREMENTS.....30

4.9. BID QUANTITIES30

5. EVALUATION AND AWARD30

5.1. AWARD AND EXECUTION OF CONTRACT.....30

5.2. PLANS TO THE SUCCESSFUL BIDDER.....31

5.3. ISSUANCE OF THE NOTICE TO PROCEED31

6. GENERAL TERMS AND CONDITIONS31

6.1. LIQUIDATED DAMAGES31

6.2. TERMINATION.....31

6.3. DEFAULT PROVISIONS.....32

6.4. WARRANTY.....33

6.5. OWNERSHIP OF DOCUMENTS/INFRINGEMENT OF PATENT OR
COPYRIGHT33

6.6. COMPLIANCE WITH STATE AND FEDERAL LAWS.....34

6.7. JURISDICTION35

6.8. DISPUTE RESOLUTION.....35

6.9. SUCCESSORS AND ASSIGNS35

6.10. NON-WAIVER35

6.11. SURVIVAL.....35

6.12. SEVERABILITY35

6.13. INTEGRATION.....36

6.14. TIME IS OF THE ESSENCE.....36

6.15. THIRD PARTY BENEFICIARY.....36

6.16.	CONFLICT OF INTEREST.....	36
6.17.	COOPERATION AND FURTHER DOCUMENTATION	36
6.18.	UNAUTHORIZED FIREARMS & EXPLOSIVES	37
6.19.	NOTICES/CONTRACT ADMINISTRATOR.....	37
6.20.	NOTICES TO CONTRACTOR.....	37
7.	EXHIBITS	38
7.1.	CHECK SHEET.....	CS-1
7.2.	COMPETITIVE SEALED BID	B-1
7.3.	BIDDERS PROJECT REFERENCES	PR-1
7.4.	LIST OF SUBCONTRACTORS	SB-1
7.5.	CERTIFICATION FORM.....	CF-1
7.6.	CERTIFICATION BY THE CONTRACTOR AUTHORIZING EMPLOYEES TO SIGN BINDING AGREEMENTS.....	BA-1
7.7.	STATUTORY PERFORMANCE BOND PURSUANT TO A.R.S. §34-222.....	PB-1
7.8.	STATUTORY PAYMENT BOND PURSUANT TO §34-222.....	PB-3
7.9.	CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS.....	AFF-1
7.10.	CONTRACTOR'S AFFIDAVIT REGARDING HEALTH INSURANCE	AFF-2
7.11.	GUIDELINES FOR IMPLEMENTATION OF HEALTH INSURANCE	AFF-3
7.12.	PROMPT PAYMENT REQUIREMENTS	PPR-1
	TECHNICAL SPECIFICATIONS	TS-1

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

NOTICE TO CONTRACTORS

**TRAFFIC SIGNAL FOUNDATIONS 2009-2011
PROJECT NO. 6903381**

1. **INTRODUCTION**

THIS INVITATION FOR BID is hereby offered by the City of Tempe, an Arizona municipal corporation ("City") for Traffic Signal Foundations 2009-2011 as set forth herein and shall be identified as Project No. 6903381.

1.1. **OVERVIEW OF PROJECT**

The scope of work includes the abatement of asbestos (report provided attached to these specifications), demolition of the structure to grade, removal of all trees and vegetation, removal of pavement and rough grading the lot resulting in this parcel being free of all materials and hazards.

1.2. **EXAMINATION OF PREMISES**

Contractor shall visit the site of the project and shall fully acquaint itself with all conditions as they exist, so that it may fully understand the site, difficulties and restrictions attending the execution of the work.

Bidders shall also thoroughly examine and be familiar with the specifications and the Contract documents. Failure of Contractor to obtain, receive or examine any addenda to the proposed Contract, or to visit the site and acquaint itself with the conditions there existing, shall not relieve it from any obligation with respect to the submitted bid.

By submitting a bid, Contractor agrees that it has examined the site, specifications and Contract and accepts, without recourse, all site conditions, the proposed Contract, and all exhibits and addenda thereto.

1.3. **START OF WORK/TERM OF CONTRACT**

Work shall start as soon as practicable, but not later than seven (7) calendar days after City issues the Notice to Proceed and shall be completed within three hundred sixty five (365) calendar days thereafter.

2. **SCOPE OF WORK**

The proposed work will consist of **FURNISHING OF ALL LABOR AND MATERIALS NECESSARY TO PROVIDE FOUNDATIONS FOR TRAFFIC SIGNAL POLES AND PULL BOXES AND INSTALLATION OF CONDUIT**

together with associated work and shall be accomplished in accordance with the Maricopa Association of Governments 2009 Uniform Standard Specifications for Public Works Construction ("MAG Specifications"), Maricopa Association of Governments 2009 Uniform Standard Details for Public Works Construction ("MAG Details") and City of Tempe Supplement to the MAG Specifications and MAG Details (2007) ("City of Tempe Supplement") except as modified in the Contract.

2.1. **CONTRACTOR'S CONSTRUCTION SCHEDULE**

Prior to the start of work, a construction progress schedule shall be required and shall comply with the requirements of MAG Specifications 108.4. In addition, a schedule update comparing actual progress with scheduled progress will be required with the submission of each monthly pay request.

2.2. **UNIFORM STANDARD SPECIFICATIONS**

All work done under this Contract shall be accomplished in accordance with the MAG Specifications, MAG Details and City of Tempe Supplement except as modified in this Contract.

In the case of a discrepancy or conflict, the order in which the Contract sections govern is as follows from the highest to lowest: special terms and conditions, technical specifications, plans, general terms and conditions, City of Tempe Supplement, MAG Specifications, and MAG Details.

All bids shall be made in accordance with the General Conditions of the MAG Specifications.

2.3. **CONTRACTOR'S REPRESENTATIVE**

Contractor shall at all times be present at the worksite or represented by a foreman or other properly designated agent. Instructions and information given by City construction manager to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

2.4. **SUPERVISION BY CONTRACTOR**

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

2.5. **AUTHORITY OF CITY ENGINEER'S APPOINTED REPRESENTATIVE**

City construction project manager shall act as City engineer's designated representative during the construction period. It shall advise on questions concerning coordination with the City, public safety, and quality and acceptability of materials and work performed. City engineer, City construction project manager, or its assigned inspector shall interpret the intent of the Contract plans, specifications, and technical provisions in an unbiased manner.

City engineer, City construction project manager, or its assigned inspector shall be present on the site at times during construction to monitor the work and to maintain records for Contract management. City construction project manager shall promptly make decisions relative to the interpretation of the Contract so as to minimize delays in construction. City construction project manager will not be responsible for directing construction, control, techniques, sequence, or procedures, or for directing job safety.

2.6. **BENEFICIAL OCCUPANCY**

Beneficial occupancy is use of a facility or project, in whole or in part, by City for its intended purpose. This may occur even though some work of the Contract remains undone. Prior to such use or occupancy, City will provide notice to the Contractor and accomplish a partial acceptance inspection. Beneficial occupancy will apply to general right of way projects only.

2.7. **SUBSTANTIAL COMPLETION**

Substantial completion is work which is ready for occupancy and use for its intended purpose as certified by a certificate of occupancy. This term will be applied to building construction projects only.

2.8. **PROJECT COMPLETION**

Project completion is full completion of all construction associated with the Contract, including, but not limited to punch list items, close out documentation, operations and maintenance manuals, warranties, and record plans as certified by the design professional of record. Contractor may be found in default of this Contract in accordance with MAG Specifications 108.10 should project completion fall behind substantial completion by more than forty-five (45) days.

2.9. **CONTRACT COMPLETION DATE**

The completion date established by reference to the Notice to Proceed date issued by City is for completion of all or specified portions of the work. This includes items of work to be completed under an owner allowance or as part of a contingency item. The stated Contract completion date will take into account anticipated or actual weather conditions that are not unusually severe for the area and time of year. This date may be expressed as a calendar date or a number of calendar days after issuance of the Notice to Proceed.

If time extensions are issued by the City, this revised Contract completion date will be referred to as the adjusted contract completion date.

2.10. **FINAL INSPECTION**

Contractor is responsible for complying with the specifications and is hereby forewarned that final approval of any work will not be given until the entire project is completed and accepted by the City. Prior to final inspection on any City facilities requiring a building permit, Contractor must call for final inspection from the Development Services Department and Public Works Department of the City. The final inspection must be completed prior to final acceptance and payment by City engineer.

2.11. **FINAL ACCEPTANCE & GUARANTEE**

Final acceptance shall mean a written final acceptance of the work. City engineer shall make the final acceptance promptly after the work has been completed in accordance with the Contract and after inspection is made. The work performed under this Contract shall be guaranteed for a period of one (1) year from the date of final acceptance.

2.12. **AS-BUILT DRAWINGS**

Contractor shall provide and maintain accurate field data on a redlined set of Contract drawings, which are to be kept current and submitted as complete at the conclusion of the construction. These record drawings will be used as documentation for progress payments, and upon project completion, for the preparation of as-built file drawings by the architect/engineer. All as-built information shall be on 3 ml double matte black line Mylar and shall be 24" x 36" in size. Final payment will not be issued until all record drawings and as-built information are submitted by Contractor, and certified to be complete by the architect/engineer of record.

2.13. **SHOP DRAWINGS, SCHEDULES & SAMPLES**

In time for each to serve its proper purpose and function, Contractor shall submit to City construction project manager such schedules, reports, drawings, lists, literature samples, instruction, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.

Shop drawings and data shall be submitted to City construction project manager in such number of copies as will allow them to retain four (4) copies of each submittal.

The submittal shall clearly indicate the specific area of the Contract for which the submittal is made. The additional copies received will be returned to the Contractor's representative at the job site. City construction project manager's notations of the action taken will be noted on one (1) of these returned copies.

The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the job site Contract, and the fabrications furnished shall be in conformance with the same.

However, City construction project manager's review of the above drawings, lists, prints, specifications, samples, or other data shall in no way release Contractor from its responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from its liability to replace the same, should it prove defective or fail to meet the specified requirements.

2.14. **QUALITY CONTROL**

All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Contract and it shall be the duty of Contractor to call City construction project manager's attention to apparent errors or omissions and request instruction before proceeding with the work.

City engineer may, through appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon Contractor as though contained in the original Contract.

At the option of City construction project manager, materials to be supplied under this Contract will be tested and/or inspected either at its place of origin or at the site of the work. Contractor shall give City construction project manager written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or reinspection at the site of the work.

2.15. **EXCESS MATERIALS**

Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete shall be disposed of by Contractor. Contractor shall, prior to commencement of the work, submit a letter to City engineer stating the location of disposal site(s) for all excess material and certifying that it has obtained the property owner's permission for the disposal of all surplus material.

2.16. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**

Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until that phase is completed and accepted by City engineer. Estimate or partial payment of completed work shall not release Contractor from such responsibility prior to City's acceptance, but Contractor shall turn over the entire work in full accordance with these specifications before final payment can be made.

2.17. **SURVEY CONTROL POINTS**

Existing survey monuments shall be protected by Contractor or removed and replaced under the direct supervision of City surveyor or City surveyor's authorized representatives.

Prior to construction, Contractor shall notify City surveyor of any survey monuments which need to be referenced off of the monument. Any monuments lost that have not been referenced off due to the Contractor's negligence and/or lack of notification to City surveyor shall be replaced at Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

2.18. **HINDRANCES AND DELAYS**

Except as provided herein, no charge shall be made by Contractor for hindrances or delays from any cause during the progress of any portion of the work set forth in this Contract; but such delays, if due to no fault or neglect of Contractor, may entitle Contractor to a time extension sufficient to compensate for the delays. The amount of the time extension, if any, shall be determined by City engineer provided Contractor gives City engineer immediate notice in writing of the cause of such delay.

The parties agree to negotiate in good faith for the recovery of damages related to expenses incurred by Contractor for a delay for which City is solely responsible which is unreasonable under the circumstances; and which delay was not within the contemplation of the parties to the Contract at the time the Contract was entered into, and,

2.18.1. Unless specifically provided for herein, the maximum compensation for an unreasonable or unforeseen delay shall not exceed the daily amount specified for liquidated damages in MAG Specification 108.9 as based on the original Contract amount.

2.18.2. This section shall not be construed to void any provisions of this Contract, which require notice of delays, which provide for alternative dispute resolution, other procedures for settlement, or which provide for liquidated damages.

However, if the parties can reach no agreement for the recovery of damages as set forth herein, the determination of City shall be final.

2.19. **SUBSIDIARY WORK**

All work called for in the plans and specifications shall be performed by Contractor and unless a specific bid item is provided for the work, then such portion of the work will be considered subsidiary to other work for which payment is provided.

2.20. **MISCELLANEOUS WORK AND ALLOWANCES**

The following items will be included in the work with no direct payment allowed. Payment shall be included in the payment for other items for which direct payment is made.

- 2.20.1. Contractor's expenses for but not limited to mobilization, job site office, storage facilities, traffic control and public safety devices, sanitary facilities, utilities and telephone.
- 2.20.2. Cleanup including day to day cleanup.
- 2.20.3. Notification to residents adjacent to this project prior to start of construction which would affect them.
- 2.20.4. Water required for compaction or dust control.
- 2.20.5. Miscellaneous removals and relocations not otherwise specified in the Technical Specifications.
- 2.20.6. Power pole bracing.
- 2.20.7. Removal of trees twelve inches (12) or less in diameter.
- 2.20.8. Removal, relocation and/or modification of existing walls and fences.
- 2.20.9. Trimming of trees and bushes.
- 2.20.10. Replacement of plant material and repair of irrigation equipment to meet or exceed conditions existing prior to Contractor beginning work.

2.21. **CHANGE ORDERS**

In the event that significant changes in the scope of the work, and/or changes in the quantities due to contingencies of construction become necessary, such changes shall be made in accordance with Section 104.2 of the General Conditions in the MAG Specifications.

The costs associated with any extra work as authorized by the contracting agency must be approved prior to the start of work. Extra work performed on an actual cost basis shall be submitted for approval within twenty-one (21) days after the completion of such work. The final costs for additional work shall also include all charges associated with extended general conditions or Contract acceleration.

2.22. **ADDITIONAL SERVICES**

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Contractor without prior written authorization from City. Additional services, when authorized by an executed Contract or an

amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Contractor.

3. **SPECIAL TERMS AND CONDITIONS**

3.1. **PERFORMANCE SECURITY**

Bonds in the following amounts will be required of Contractor immediately after notice of Contract is awarded and must meet the requirements of A.R.S. § 34-222 as amended from time to time, including:

3.1.1. Performance bond in an amount equal to the full Contract price.

3.1.2. Payment bond in an amount equal to the full Contract price.

3.2. **PAYMENT**

3.2.1. **Method of Payment.** Payment shall be made as directed in MAG Specifications 109.

3.2.2. **Measurement of Payment.**

a. Quantities of materials for this work shall be paid under the appropriate schedule at the applicable Contract price per unit of measurement with no allowances for waste. Payment will be made after completion upon acceptance by City, and upon City's receipt of approved invoices.

b. Payment for various items in the bid shall be compensation in full for furnishing all materials, labor, tools, equipment and appurtenances necessary to complete the work in a satisfactory manner as specified. No additional payment will be made for work related to any item unless specifically called for in the bid.

c. Materials placed without approval of the inspector or materials rejected due to improper placing, improper proportions of materials, or materials found to be defective will not be paid for.

3.3. **PRE-CONSTRUCTION MEETING**

Contractor will be required to attend a City safety briefing. The safety briefing session shall address the following issues:

3.3.1. City safety rules and expectations.

3.3.2. **Contractor Tailgates.** Contractors shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

3.3.3. Accident/Injury/Illness Procedures. City's construction project manager and the Risk Management Division shall be contacted within twenty-four (24) hours, upon the occurrence of any accident, injury or illness on the project.

3.3.4. Unsafe Acts. Contractor employees shall take any and all reasonable acts to stop an unsafe act or condition at City facilities.

3.3.5. Safety Audits. City reserves the right to conduct safety audits at the job site at any time. In addition, Contractor shall notify City should an OSHA inspection occur at a City job site.

3.3.6. Job and Site Specific Requirements. Contractor shall comply with all site specific requirements such as lockout/tagout rules and evacuation plans, which shall be covered during safety briefing(s) by City.

3.3.7. If applicable to the project Contractor shall:

- a. Implement a permit-required confined space program as required under federal and state statutes and/or regulations, and amendments thereto, for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

As a part of Contractor implementing a confined space program, Contractor shall provide trained attendant(s) and all intrinsically safe confined space entry related equipment (for example, ladders, gas detectors, safety harnesses, safety tripods, and electrical devices) as needed for safe entry of a confined space.

3.3.8. When any City employee is required to enter a confined space during the construction phase of a project, such as for the purpose of inspection, Contractor shall provide a trained attendant and all necessary equipment required for safe entry of the City employee.

3.3.9. Safety will be included in each agenda for the weekly construction meetings. Items of discussion will be outstanding safety and health issues, current safety meeting topics, environmental issues and any accidents or injuries on the job. City reserves the right to obtain copies of all agendas and minutes of the meetings, and documentation of any safety tailgate meetings held regarding the job site.

3.4. CONTRACT EXTENSION

By mutual written amendment to the Contract, this Contract may be extended for a supplemental period up to a maximum of twenty-four (24) months. Any single

extension period will be in increments of not more than twelve (12) months each. The prices bid in this Contract will be maintained for any extension period unless Contractor can demonstrate, to the satisfaction of the City that the cost of their materials or service has increased. All work set forth in this Contract will be completed or scheduled for completion prior to any extension being granted.

3.5. **SUBLETTING OF CONTRACT**

In accordance with Section 108 of the Maricopa Association of Governments Uniform Standard Specifications, Contractor shall perform, with Contractor's own organization, construction work that amounts to not less than fifty percent (50%) of the total Contract price for construction. The total Contract price for construction does not include the cost of preconstruction services, design services or any other related services or the cost to procure any right-of-way or other cost of condemnation.

3.6. **LICENSES**

Contractor and all subcontractors must carry the appropriate State of Arizona contractor's license for the proposed work at the time of bid. If the low bidder does not have the appropriate license, City reserves the right to reject their bid and award the project to the lowest responsible bidder who has the appropriate license.

Prior to execution of the Contract, the low bidder must possess a valid City Transaction Privilege License and shall provide the permit number of such for validation.

3.7. **HAUL PERMIT**

In any operation where more than one-tenth of an acre of surface area is disturbed and/or when unpaved onsite haul roads are used, Contractor will obtain a Maricopa County Earth Moving Permit as required under Rule 200 of the Maricopa County Division of Air Pollution Control Requirements. This permit will require that a control plan to mitigate dust and tracking problems be submitted to the County for approval prior to issuance of the Earth Moving Permit. The control plan should be submitted to City for review prior to County submittal to ensure that all elements of the planned operation are covered. Please contact the Maricopa County Division of Air Pollution Control at 602-506-6700 for additional details.

In addition, all Contractors hauling fill or excavation materials where the haul exceeds five thousand (5,000) cubic yards or when the duration of the haul is more than ten (10) working days, are required to obtain a City haul permit before the hauling operation begins.

Prior to receiving a hauling permit, Contractor must submit the required certificate of insurance, a plan showing the proposed haul routes and a complete schedule of the hauling operation to the City Transportation Division. Prior to

submittal, Contractor should contact Engineering Services for complete details for issuance of the City haul permit.

3.8. **MISCELLANEOUS REMOVAL AND RELOCATIONS**

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or implied by the plans and specifications, and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate bid item. Also, certain items require temporary removal and reinstallation such as mail box stands, sign posts, survey monument frames and covers, etc., and are included in this category.

3.9. **ENVIRONMENTAL REQUIREMENTS**

3.9.1. Contractor covenants and agrees that it shall, at all times during the term of the Contract, and at its sole cost and expense, comply with and assume sole responsibility and liability under all environmental laws applicable to use of or operations at the project site by Contractor, its agents, assigns and/or employees. Contractor agrees that should it or any of its agents, assigns or employees know of (a) any violation of environmental laws relating to the project site, or (b) the escape, release or threatened release of any hazardous materials in, on, under or about the project site, Contractor shall promptly notify City in writing of such, and that it will provide all warnings of exposure to hazardous materials in, on, under or about the project site in strict compliance with all applicable environmental laws. Further, Contractor covenants and agrees that it shall at no time use, analyze, generate, manufacture, produce, transport, store, treat, release, dispose of or permit the escape of, or otherwise deposit in, on under or about the project site, any hazardous materials, or permit or allow any of its agents, assigns or employees to do so. Prior to use of the project site Contractor shall provide City an inventory of all equipment and materials stored and/or to be stored at the project site.

3.9.2. For purposes of this Contract, hazardous materials shall include but is not limited to, any and all substances, chemicals, wastes, sewage or other materials that are now or hereafter regulated, controlled or prohibited by any environmental laws, including without limitation, any (a) substance defined as a "hazardous substance", "extremely hazardous substance", "hazardous material", "hazardous chemical", "hazardous waste", "toxic substance" or "air pollutant" by federal laws, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., and all amendments thereto, or other similar governmental restrictions; and (b) any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material,

nuclear material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any hazardous materials laws; (iii) gives rise to any reporting, notice or publication requirements under any hazardous materials laws; or (iv) gives rise to any liability, responsibility or duty on the part of City or Contractor with respect to any third person under any hazardous materials laws.

3.9.3. In addition, Contractor must comply with the following requirements:

- a. Non-pick up sweepers will not be allowed except as required to make joints during chip sealing operations.
- b. Water flooding of trenches with potable water will not be permitted.
- c. All paints applied by sprayers shall be of a water-based type.
- d. Provisions shall be made to prevent the discharge of construction silt, mud, and debris into City storm drains or streets.
- e. Spills of oil, gas, chemical, or any other hazardous materials must be reported and removed by approved procedures. Mitigation measures shall be taken to prevent contamination of construction storage sites.
- f. Concrete waste must be disposed of in an approved location and at least twenty-five (25) feet from established landscaping.
- g. City refuse roll-off containers shall be used on City projects. If you should have any questions concerning any of the requirements or charges, please contact the Sanitation Supervisor, at 480-350-8268.
- h. Hazardous wastes shall not be discharged into City's sanitary sewers or storm drainage system. All waste products shall be disposed of in accordance with applicable regulations.
- i. The discovery of archeological ruins or artifacts must be reported immediately, and excavation shall not resume in the identified area until approved by the engineer.
- j. Contractor shall take whatever steps, procedures, or means to prevent abnormal, material spillage, or tracking conditions due to their construction operations in connection with the Contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of City engineer, in accordance with Rule 200 of the Maricopa County Health Department Air Pollution Control Regulations, which require that an Earth Moving Permit be issued and a Control Plan be approved prior to commencement of work. Contact Maricopa County at 602-506-6700 for details.

- k. Contractor shall comply with all applicable federal regulations concerning NPDES permits for storm discharges from construction sites.
- l. All materials supplied by Contractor shall be one hundred percent (100%) asbestos free unless otherwise approved by City.

No additional payment will be made for compliance with the above items.

In addition to the above, the use of new products made with reclaimed material and that meet project specifications, is encouraged.

3.10. SAFETY REQUIREMENTS

Contractor shall comply with all applicable federal, state, local, health and safety regulations, ordinances, and requirements including but not limited to, the Federal Occupational Safety and Health Act of 1970 (29 U.S. § 651 et seq.), and all rules, regulations, and orders adopted pursuant thereto.

3.11. TRAFFIC CONTROL

3.11.1. All traffic shall be regulated in accordance with the MAG Specifications; the City of Phoenix Traffic Barricade Manual, latest edition, with City revisions, available at the Contractor's request through the City Transportation Division (Transportation) at 480-350-8219; the Manual on Uniform Traffic Control Devices (MUTCD); and any special provisions included herein.

At or around the time of the pre-construction conference, Contractor shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazard including but not limited to, motor vehicle accidents. City shall designate a representative who will oversee and monitor the Contractor's agent and enforce City's requirements set forth herein. Contractor covenants to give City any assignment and/or assurances which may be necessary to affect such right of direct enforcement.

Contractor is solely responsible for and assumes full liability for the traffic control relating to this project. Contractor shall submit a traffic control plan to City for its review and approval no less than one (1) week prior to commencing work under this Contract. Traffic as referenced herein, shall include any and all motor vehicles, bicyclists, and pedestrian traffic on roadways, sidewalks, bicycle paths, alleys and/or rights of way at, attendant to and/or adjacent to the Project.

In the event alteration of traffic control is required for work or services provided herein, alterations shall be made in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices, "Traffic Control for Streets and Highway Construction and Maintenance Operations", the latest edition of the ADOT Traffic Control Manual, or the City of Phoenix Traffic Barricade Manual, latest edition, with revisions as adopted by the City. The most restrictive provision shall apply. Unless identified otherwise in the Technical Specifications, City will undertake no responsibility or expenses relating to measurement, payment, or alteration of traffic control. All costs or expenses related to traffic control shall be considered incidental to other pay items. Any and all revisions relating to traffic and/or traffic control shall be submitted to City for review and approval in City's sole discretion.

Contractor is solely responsible for any and all loss, damage, replacement or repair necessitated to any traffic signal equipment, traffic signal conduit, and/or circuits, arising from or relating to Contractor's work or services performed hereunder. Contractor shall have all repairs performed immediately at its sole expense by a licensed electrical contractor with experience in traffic signal repair, subject to pre-approval by the City. Any and all repairs and/or replacement costs expended by City in this regard shall be reimbursed by Contractor at twice the City's actual cost.

Contractor shall notify all adjacent or affected residents or businesses at least forty-eight (48) hours in advance of any street, alley, sidewalk, and/or driveway closures or modifications, and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Transportation. Contractor shall abide by applicable speed limits. Additional information may be obtained by contacting the City Transportation Division at 480-350-8219.

3.11.2. Temporary Barricades

Temporary barricades shall be regulated in accordance with the City of Phoenix Traffic Control and Barricade Manual, latest edition, with City revisions, available through the City Transportation Division at 480-350-8219.

The City of Tempe will furnish adequate barricades for the completed foundation holes only. It will be the responsibility of the contracted vendor to correctly place and maintain these barricades for maximum safety. Traffic control during construction will be the responsibility of the Contractor and Contractor shall furnish all barricading and maintain them for maximum safety. Traffic control is not provided by the City of Tempe. Traffic Control shall be provided by the Contractor and is included as an allowance on the bid form.

3.12. **CLEAN-UP**

Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the project pending inspection by City or its agent. Contractor hereby agrees to the following as to the job site: continually keep the job site free from debris, waste and accumulation of materials; immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary; keep machinery clean and free of weeds and debris; remove all construction stains, smears and debris from finished surfaces; perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and, remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.

The Contractor shall be responsible for all sweeping. Sweeping will be done using a self-propelled pick-up sweeper supplemented by hand brooms when necessary

Contractor shall respond within five (5) calendar days after notice by City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should Contractor fail to respond promptly as set forth herein, City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

3.13. **APPROXIMATE 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 Invitation for Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for the work under this Contract. Contractor further agrees that City will not be held responsible if 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 misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release Contractor from the execution and completion of the whole or any part of the work in accordance with the plans and specifications herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse Contractor from any of the obligations or liabilities hereunder, or entitle Contractor to any damages or compensation except as may be provided for in this Contract.

3.14. **BLUE STAKE**

Contractor is required to notify Arizona Blue Stake, Inc. at 602-263-1100 or otherwise first determine whether underground facilities will be encountered, and if so where they are located from each and every underground facilities operator

and take measures for control of the facilities in a careful and prudent manner, prior to the excavation of any material in accordance with A.R.S § 40-360.22, et seq. Contractor shall contact City for marking of electrical underground apparatus for traffic signals, sprinkler and irrigation facilities prior to undertaking any work.

3.15. **SALT RIVER PROJECT CONSTRUCTION CLEARANCE AGREEMENT**

Salt River Project requires all contractors if working on its facilities, to sign a standard form "Construction Clearance Agreement" prior to issuance of a license. Contractor shall execute the Construction Clearance Agreement with Salt River Project, if required, and furnish a copy to City prior to proceeding with any construction on Salt River Project facilities. This agreement sets forth the requirements to complete the proposed work in an allotted time frame or to pay full costs for others to complete. It also obligates Contractor to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, the OSHA Permit Required Confined Space rules, as amended.

3.16. **NOTIFICATION OF PROPERTY OWNERS**

Contractor shall notify all property owners that may be affected by the proposed construction activities of scope and duration of the construction activities prior to start of any work or construction.

3.17. **ACCESS**

Contractor shall maintain public access to adjacent businesses of the job site at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. If only one driveway exists, access shall be maintained to at least one-half of the driveway at a time. Access to adjacent private driveways shall be maintained by Contractor during all non-working hours.

3.18. **PROTECTION OF EXISTING FACILITIES**

Contractor shall protect all existing facilities during construction or work. Utility poles that may be affected by construction activities shall be protected and/or braced by the Contractor. Contractor shall notify the appropriate utility company or agency of any construction or work that may affect their facilities and state the course of action which will be taken to protect same.

3.19. **UNDERGROUND UTILITIES**

Underground utilities indicated on the plans are in accordance with maps furnished by City and by each utility company. The locations are approximate and require verification prior to construction as mandated by City requirements for underground street crossings and potholing.

3.20. **RELOCATION OF UTILITIES**

All utilities in conflict with the new work will be relocated by the utility company except as otherwise provided in the plans and specifications.

3.21. **AMENDMENT OF CONTRACT**

No supplement, modification or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract except as expressly provided herein to the contrary.

3.22. **GOVERNMENT APPROVALS AND PERMITS**

3.22.1. Unless otherwise provided, Contractor shall obtain all necessary permits, approvals and licenses required for the prosecution of the work from any government or quasi-government entity having jurisdiction over the project at its sole expense. Contractor expressly covenants and agrees that it will obtain any and all necessary environmental permits and/or file the necessary environmental notices at its cost prior to undertaking work or performing services hereunder.

3.22.2. Copies of all permits and notices must be provided to City's representative prior to starting any work or performing services pursuant to the permitted activity. This provision does not constitute an assumption by City of an obligation of any kind for violation of said permit or notice requirements.

3.22.3. City agrees to be responsible for City's own review and permit(s) fees for building and demolition permits only. In addition, City shall bear its own review fees for grading and drainage, water, sewer, and landscaping. City may agree to pay utility design fees for permanent services in its sole discretion. Contractor shall be solely responsible for any and all other permit(s) and review fees not specifically designated herein.

3.22.4. Contractor is responsible for all costs of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until completion of the project. Arrangements for water at the site or for construction purposes are the Contractor's sole responsibility.

3.23. **KEY CONTACTS**

City of Tempe Traffic Operations	Isaac Chavira	480-350-8349
City of Tempe Traffic Operations	Louis Aguilar	480-350-8198
City of Tempe Engineering	Tom Wilhite	480-350-2921
Blue Stake Center		602-263-1100

3.24. **DUST PREVENTION**

Contractor shall take whatever steps, procedures, or means to prevent dust conditions due to their 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 engineer, in accordance with requirements of the "Maricopa County Health Department Air Pollution Control Regulations."

Prior to the pre-construction meeting, Contractor shall have an approved dust control plan approved by the Maricopa County Division of Air Pollution Control. For information and requirements for dust control plan submittal, please contact the following:

Maricopa County Division of Air Pollution
2406 S. 24th Street, Suite E-214
Phoenix, AZ 85034
602-506-6727

All costs associated with submittal, approval, and implementation of the dust control plan as approved by the County and shall be considered incidental to the project.

3.25. **COMPLAINTS FROM THE GENERAL PUBLIC**

Contractor shall respond to any and all claims or complaints from the general public in a reasonable and prompt manner.

3.26. **INSURANCE AND BOND RATING REQUIREMENTS**

Contractor shall execute a bond for any and all work or services performed hereto, in accordance with A.R.S. § 34-222, as amended from time to time. Personal or individual bonds are not acceptable. Bonding companies and liability and excess insurance carriers shall be "Best Rated A-VII" or better as currently listed in the most recent Best's Key Rating Guide (Property/Casualty) published by the A.M. Best Company. This requirement does not apply to the Workers' Compensation/Employers Liability portion on the Certificate of Insurance.

Each such bond shall be executed by a surety company or companies duly licensed to do business in the State of Arizona. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this

State and the bonds shall have attached thereto a certified copy of power of attorney of the signing official.

3.27. **MINIMUM LIMITS OF INSURANCE**

3.27.1. Contractor shall maintain limits no less than:

- a. Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), premises/operations, underground explosion and collapse hazard, personal injury, broad form property damage, products and completed operations, independent contractors and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
- c. Excess Liability (umbrella form): As required.
- d. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
- e. Health Insurance: As required by City.

City shall have no responsibility or liability for such insurance coverage.

3.27.2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officials, employees, and volunteers, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

3.27.3. Other Insurance Provisions

The policies or self-insurance certifications are to contain, or be endorsed to contain, the following provisions:

a. Commercial General Liability and Automobile Liability Coverage:

City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor, or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers, for

work related to Contractors, employees, agents, subcontractors, or sub-subcontractors activities.

Contractor's insurance coverage shall be primary as respects City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, officials, employees, agents, or volunteers.

Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by Contractor for City.

c. Health Insurance Requirements

All Contractors who enter into a contract in excess of \$30,000 with City must certify that Contractors have, and all of their subcontractors will have, health insurance for all project employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (Exhibit 7.10). Major subcontractors are defined as entities doing work in excess of \$30,000 as determined at the start of each project. All required health insurance must be maintained during the entire time of the Contract with the City.

Health insurance is required for all Contractor and major subcontractor employees who work more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four (24) hour period, regardless of number of hours that the individual is paid. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

The health insurance requirements shall apply to all employees directly involved with this City project including support and administrative personnel.

All complaints concerning violations of the health insurance requirements shall be filed, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of

findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

In the event of a finding of violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any Public Works contract with City for a period of three (3) years from the execution of the Contract.

All Contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at its office and at the job site.

d. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3.27.4. Other Insurance Requirements

Contractor shall:

- a. Prior to commencement of services, furnish City with certificates of insurance, in form and with insurers acceptable to City which shall clearly evidence all insurance required in this Contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice by certified mail to the City, and in accord with stated insurance requirements of this bid solicitation. MAG Specification 103.6 is fully incorporated into this Contract, except to the extent it conflicts with the limits set forth in this Contract. The insurance policies required by MAG Specification 103.6 shall additionally provide full coverage of indemnity to the City, including an increase in the minimum limits to \$2,000,000 combined single limit coverage for General Liability. Prior to execution of the Contract, Contractor shall furnish City with a Certificate of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall identify the project and shall provide for not less than thirty (30) days advance written notice to City by certified mail of cancellation or termination. Any cancellation clause shall not include the phrases "endeavor to" or "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or

representatives.” City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed waiver of City’s right to insist on, strict fulfillment of Contractor’s obligations under this Contract.

- b. Provide certified copies of endorsements and policies if requested by City in addition to certificates of insurance.
- c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this Contract effective on the date of such lapse of insurance.
- e. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a “Best’s” rating of no less than A-VII.

3.27.5. Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insureds under its policies. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the Contractor.

3.28. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City harmless, including City’s agents, officers, assigns, officials and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of or alleged to have resulted from any negligent acts, errors, mistakes or omissions in the work or services performed by Contractor and its agents, employees, subcontractors or assigns, for whom Contractor may be deemed responsible, relating to any goods, services or materials arising from or relating to any term or covenant of this bid. The amount and type of insurance coverage required of Contractor as set forth herein will in no way be construed as limiting the scope of Contractor’s duties to indemnify City. This provision shall survive the contract term.

3.29. NOTIFICATION OF WORK

The City shall provide Contractor with verbal and/or written notification of areas requiring work to be done. Each request will have an assigned due date for final

completion of the task. Extensions may be granted upon written explanation of circumstances beyond the control of the Contractor(s).

3.30. PLANS

The City of Tempe will provide necessary plans for the placement of foundations.

3.31. CONFLICTS

Occasionally overhead electrical conflicts arise and shall be resolved by the City of Tempe, as soon as possible.

3.32. RELOCATIONS

During the process of on-location foundation work, occasionally work will need to be halted due to unforeseen obstacles. If the on-site contractor can immediately relocate to a new site and resume work, there will be no additional charges to the City of Tempe.

If the work is halted and cannot resume in a reasonable amount of time, the City will pay the contracted vendor hourly time, up to a maximum of 8 hours for workers and equipment on-site, during the waiting period until dismissal from the City of Tempe job site. The rates shall be negotiated with Traffic Operations prior to contract execution for standard equipment and workers.

3.33. UNIFORMED OFFICER

During the course of construction, the City may require a uniformed police officer present to facilitate traffic control per the Tempe Barricade Manual and the Traffic Engineer's direction. It is the responsibility of the Contractor to schedule uniformed officers as directed by the City. Officers shall be provided by the Contractor and is included as an allowance on the bid form. Off-duty officers require 48 hours notice (2 working days) prior to beginning construction. If Tempe Off-duty officers are not available, officers from other municipalities may be used if approved by the City Engineer.

3.34. SCHEDULING OF WORK

The Contractor will at any one time be required to confine its operations to a limited area according to a scheduling plan to be approved by the City Engineer. Any requests for changes in the approved schedule will be submitted, in writing to the Project Manager

3.35. SANITATION PROVISIONS

The Contractor shall provide and maintain portable toilet facilities per MAG Section 107.5. Each stockpile site shall have a portable toilet facility. The associated costs of this requirement shall be incidental to the project.

4. **INSTRUCTION TO BIDDERS**

4.1. **SEALED BIDS**

Sealed bids will be received and the time of delivery recorded by the City of Tempe, Arizona, Public Works Department, Engineering Office, City Hall West Garden Level, 31 East Fifth Street, Tempe, Arizona 85281, until 10:00 a.m., May 6, 2009. At that time and place, bids will be opened and the amount of each bid and the name of each bidder publicly read in the Public Works Conference Room. Bids received after the time specified will be returned unopened. All bids shall be submitted in a sealed envelope. The outside lower right-hand corner shall be marked:

BID OF _____, CONTRACTOR

**FOR: TRAFFIC SIGNAL FOUNDATIONS 2009-2011
PROJECT NO. 6903381**

If a bid is mailed or delivered via overnight mail service, the outside envelope should be marked with the **date and time of the bid opening, as well as the words "PUBLIC WORKS ENGINEERING BID OPENING."** Please allow sufficient time for delivery.

A bid guarantee by certified check, cashier's check or surety bond in the amount of ten percent (10%) of the bid shall be submitted with the bid. Personal or individual surety bonds are not acceptable. City requires all bonding companies and liability and excess insurance carriers to have a rating of "A-VII" or better as listed in the most recent "Best's Key Rating Guide (Property/Casualty)" published by A.M. Best Company. The certified check, cashier's check or surety bond shall be returned to the Contractors whose bids are not accepted and to the successful Contractor upon the execution of a satisfactory bond and Contract.

All Contractors are required to submit from their insurance carriers, a three (3) year history of both their Experience Modification Factor (EMOD) and their loss ratio, among other things. In addition, all Contractors are required to submit an affidavit certifying that their company and all of its subcontractors, defined as doing work in excess of \$30,000 as determined at the start of each project, will have and will continue to have during the course of the Contract, health insurance in force for all project employees. The employer must also offer insurance to project employees for their eligible dependents.

A set of plans and specifications are available from the City of Tempe Engineering Division (480-350-8200), 31 E. Fifth Street, Garden Level, Tempe, Arizona. The return of such specifications shall be guaranteed by a deposit of five dollars (\$5.00) which shall be refunded upon return of the plans and specifications in good order within seven (7) calendar days from the date of purchase. Specification books must be returned with original binding intact.

The City of Tempe may reject any and all bids and waive any informality in the bids received.

Award will be made or bids rejected within sixty (60) days after bid opening.

Please direct any questions to the City of Tempe Engineering Division at 480-350-8200. The City Project Construction Manager for this project is Tom Wilhite.

Anyone wishing to receive future notices through automatic notification by email can register their company name and email address at www.tempe.gov/engineering (select Contractors, E-mail Notification).

4.2. **SECURING DOCUMENTS**

Copies of specifications, special provisions, and other proposed Contract related documents are on file in the office of the City Engineer, City Hall, 31 East Fifth Street, Tempe, Arizona, and are open for public inspection. A set of plans and specifications may be obtained from City engineer. **The return of such plans and specifications shall be guaranteed by a deposit of five dollars (\$5.00) which shall be refunded upon return of the plans and specifications in good order within seven (7) calendar days from the date of purchase. Specification books must be returned with original binding intact.**

4.3. **ADDENDA**

Addenda issued prior to the deadline for bidding shall be attached to and made a part of the Contract.

4.4. **BID SECURITY**

Each bid shall be accompanied by a certified check, cashier's check, or surety bond in an amount equal to at least ten percent (10%) of the bid, payable without condition to City as a guarantee that the bidder, if awarded the Contract, will promptly execute the Contract in accordance with the bid and in the manner and form required by the Contract. Each surety bond shall be executed by a surety company or companies duly authorized to do business in the State of Arizona and all bond documents shall be executed pursuant to the requirements of A.R.S. §34-322, as amended from time to time.

4.5. **BIDS**

Bids shall be properly executed upon the Competitive Sealed Bid form attached and made a part of this Contract. The signature of all persons signing shall be in longhand. The completed forms shall be without interlineations, alterations, or erasures. Unit prices should be rounded to the nearest whole cent (two spaces behind the decimal point). In case of an error in the extension of unit prices and the totals, the unit price shall govern.

Bids shall not contain any recapitulations of the work to be done. Alternative bids will not be considered except as called for. No oral, telegraphic, or telephonic bids or modifications will be considered.

4.6. **IRREGULAR BIDS**

Bids may be considered irregular and may be rejected if any of the unit prices quoted in the bidding schedule are unbalanced, either above or below the amount of a reasonable bid price, to the potential detriment of the City.

4.7. **BIDDING PHASE REQUIREMENTS**

Bidders shall submit current loss history information from all their insurance carriers in a separate envelope with their bid. The information specific to workers' compensation insurance carriers must include a three (3) year history of both their Experience Modification Factor (EMOD) and their loss ratio. This information must be provided with the bidder's proposal.

4.8. **PRE-CONTRACT AWARD REQUIREMENTS**

4.8.1. Contractor shall provide a copy of their written health and safety program and any required employee training records or certificates.

4.8.2. Insurance Confirmation. Contractor shall provide proof of ability to obtain certificates of insurance and meet indemnification criteria.

4.9. **BID QUANTITIES**

The quantities listed in the specifications are for bid purposes. The actual quantities provided to Contractor may be adjusted to accommodate field requirements.

5. **EVALUATION AND AWARD**

5.1. **AWARD AND EXECUTION OF CONTRACT**

Except as provided herein to the contrary, the respective rights and remedies of the parties to this Contract shall be cumulative and in addition to any rights and remedies not specified in this Contract. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Contract and that this Contract supersedes any and all prior negotiations, arrangements, representations and understandings between the parties. No provision of this Contract may be amended except by an agreement in writing signed by City. This Contract, including exhibits and attachments attached hereto, signed by City and Contractor, constitutes the entire agreement between the parties and shall be effective upon the date set forth herein. Contractor shall execute the Contract, counterparts permitted, within ten (10) calendar days after formal notice of award of Contract by City. Failure to execute this Contract and file satisfactory contract bonds and insurance certificates as provided herein

within ten (10) calendar days after the date of notice of award is issued shall result in cancellation of the award and this Contract may be voided at the option of the City.

5.2. **PLANS TO THE SUCCESSFUL BIDDER**

The successful bidder may obtain (7) sets of specifications for this project from the office of City Engineer, at no cost.

If bidder desires more than seven (7) sets, the successful bidder shall be required to pay the reproduction cost of five dollars (\$5.00) each.

5.3. **ISSUANCE OF THE NOTICE TO PROCEED**

Notwithstanding unforeseeable circumstances, the Notice to Proceed shall be issued by the City within thirty (30) days of contract award.

6. **GENERAL TERMS AND CONDITIONS**

6.1. **LIQUIDATED DAMAGES**

Unless otherwise specified, liquidated damages will be applied in accordance with the MAG Specifications 108.9. Completion of the work as stated in this Contract is the same as completion of the work as stated in MAG Specifications 108.9. Damages will be applied at the amounts specified in Table 108-1.

6.2. **TERMINATION**

In addition to MAG Specifications 108.11, City, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the project for which services have not been performed by Contractor, upon fourteen (14) days written notice delivered to Contractor personally or by certified mail.

Immediately after receiving such notice, Contractor shall discontinue advancing the services under this Contract and proceed to close said operations under this Contract. Contractor shall appraise the services it has completed and submit an appraisal to City for evaluation. City shall have the right to inspect and approve the Contractor's work to appraise the services completed.

Contractor shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Contractor under the Contract, entirely or partially completed, together with all unused materials supplied by City.

In the event of such termination or abandonment, Contractor shall be paid for services approved and accepted by City that Contractor performed prior to receipt of said notice of termination including reimbursable expenses previously incurred, if any.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of work completed, as reviewed and approved by City, based upon the scope of work. However, in no event shall the fee exceed the full cost of the Contract.

If City terminates or abandons the Contract, City shall make final payment within sixty (60) days after Contractor has delivered the last of the completed items and City has approved and determined the final fee.

In the event this Contract is terminated or abandoned prior to completion, City may complete the work, or enter into a Contract with another party for the remaining work.

This Contract may be terminated pursuant to A.R.S. § 38-511.

6.3. DEFAULT PROVISIONS

Contractor shall be deemed in default under this Contract upon the occurrence of any of the following events:

- 6.3.1. Contractor provides material that does not meet the specifications of the Contract and fails to cure such non-performance within ten (10) days after written notice from City;
- 6.3.2. Contractor fails to adequately perform the services set forth in the plans and specifications of and fails to cure such non-performance within ten (10) days after written notice from City;
- 6.3.3. Contractor fails to complete the work required or furnish the materials required within the time stipulated in the Contract and fails to cure such non-performance within ten (10) days after written notice from City;
- 6.3.4. Contractor fails to make progress in the performance of the Contract and/or gives City reason to believe that Contractor will not or cannot perform to the requirements of the Contract and fails to cure such non-performance within ten (10) days after written notice from City;
- 6.3.5. Contractor fails to perform any other term or condition of this Contract and fails to cure such non-performance within ten (10) days after written notice from City.

In case of default, City may terminate the Contract, in whole or in part, and/or may resort to any other remedy as provided by law. City may also perform any test or analysis on materials (equipment/products) for compliance with the specifications of the Contract. Contractor shall pay the actual expense of testing if the results of any test or analysis indicate a material non-compliance with the specifications.

6.4. **WARRANTY**

Contractor warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Specifications and Contract, of good quality, in conformance with the Specifications and the other Contractor Contract and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations or unreasonable failure to maintain the construction by persons other than Contractor, Subcontractors or others under Contractor's control. Nothing in this warranty shall limit any manufacturer's warranty which provides City with greater warranty rights than set forth in herein or in the Contract. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the work. Contractor's warranty shall be for one (1) year and will commence for all portions of the work upon final acceptance of the entire work as determined by City under the Contract. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

6.5. **OWNERSHIP OF DOCUMENTS/INFRINGEMENT OF PATENT OR COPYRIGHT**

All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract are the property of City and are to be delivered to City before the final payment is made to Contractor. City shall retain ownership of these original drawings, however, if approved in writing by City, Contractor may retain the original drawings and supply City with reproducible Mylar copies. Contractor shall endorse by their professional seal all plans and special provisions furnished by them.

In the event these documents are used for another project without further consultation with Contractor, City agrees to indemnify and hold Contractor harmless from any claim arising from the reuse of the documents. City shall remove Contractor's seal and title block from such documents.

Contractor agrees to save, keep, hold harmless and fully indemnify City and any of its officers, officials, employees and agents from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person, persons, or entity in consequences of use by City, or by any of its officers, officials, employees or agents of materials supplied by Contractor and of which Contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor agrees to indemnify and hold harmless City and its officers, officials, employees and agents from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by Contractor.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

6.6. COMPLIANCE WITH STATE AND FEDERAL LAWS

- 6.6.1. Specially Designated Nationals and Blocked Persons List. Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Contractor certifies that it does not have a scrutinized business operation in either Iran or Sudan.
- 6.6.2. Employment Laws. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- 6.6.3. Equal Opportunity. City is an equal opportunity, affirmative action employer. Contractor hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Contractor covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans'

Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

Contractor further agrees to include the provisions of this section in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

6.7. **JURISDICTION**

This Contract will be deemed to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court of Arizona in and for Maricopa County and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

6.8. **DISPUTE RESOLUTION**

In the event of a dispute concerning questions of fact that arise during the course of the Contract, the parties will meet in good faith to attempt to resolve such questions.

6.9. **SUCCESSORS AND ASSIGNS**

This Contract shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

6.10. **NON-WAIVER**

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions of this Contract will not be construed as a waiver of such provisions nor will it affect the validity of this Contract or any part thereof or the right of either party to thereafter enforce each provision.

6.11. **SURVIVAL**

All warranties, representations and indemnifications by Contractor will survive the completion or termination of this Contract.

6.12. **SEVERABILITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.13. **INTEGRATION**

This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.14. **TIME IS OF THE ESSENCE**

Time of each of the terms, covenants and conditions of this Contract is hereby expressly made of the essence.

6.15. **THIRD PARTY BENEFICIARY**

This Contract will not be construed to give any rights or benefits in the Contract to anyone other than City and Contractor. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party.

6.16. **CONFLICT OF INTEREST**

Contractor agrees to disclose any financial or economic interest with the project property, or any property affected by the project, existing prior to the execution of this Contract. Further, Contractor agrees to disclose any financial or economic interest with the project property, or any property affected by the project, if Contractor gains such interest during the course of this Contract.

If Contractor gains financial or economic interest in the project during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract shall be at the sole discretion of the City.

Contractor shall not engage the services on this Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Contract modifications for this Contract.

6.17. **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Contract.

This Contract shall be in full force and effect only when it has been approved by City Council of the City of Tempe, Arizona, and when executed by the duly authorized City officials and the duly authorized agent of Contractor.

6.18. **UNAUTHORIZED FIREARMS & EXPLOSIVES**

No person conducting business on City property shall carry a firearm or explosive of any type. This requirement shall also apply to persons who maintain a concealed weapons permit.

6.19. **NOTICES/CONTRACT ADMINISTRATOR**

All notices relating to this Contract should be sent to the following individual, who is also the administrator of this Contract.

Traffic Signal Foundations 2009-2011
Tom Wilhite
City of Tempe
31 E. Fifth Street, Garden Level
Tempe, Arizona 85281
480-350-2921

This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona, and when executed by the duly authorized City officials and the duly authorized agent of the Contractor.

6.20. **NOTICES TO CONTRACTOR**

(To be completed by successful bidder)

Company Name: _____

Address: _____

Phone: _____

Fax: _____

7. **EXHIBITS**

The parties agree that all references to this Contract include all exhibits designated in and attached to this Contract, such exhibits being incorporated into and made an integral part of this Contract for all purposes.

- 7.1. CHECK SHEET
- 7.2. COMPETITIVE SEALED BID
- 7.3. BIDDERS PROJECT REFERENCES
- 7.4. LIST OF SUBCONTRACTORS
- 7.5. CERTIFICATION FORM
- 7.6. CERTIFICATION BY THE CONTRACTOR AUTHORIZING
EMPLOYEES TO SIGN BINDING AGREEMENTS
- 7.7. STATUTORY PERFORMANCE BOND PURSUANT TO A.R.S. §34-222
- 7.8. STATUTORY PAYMENT BOND PURSUANT TO §34-222
- 7.9. CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS
- 7.10. CONTRACTOR'S AFFIDAVIT REGARDING HEALTH INSURANCE
- 7.11. GUIDELINES FOR IMPLEMENTATION OF HEALTH INSURANCE
- 7.12. PROMPT PAYMENT REQUIREMENTS

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, on the date and year first herein written.

corporation

CITY OF TEMPE, an Arizona municipal

By: _____
Name

Its: _____
Title

ATTEST:

City Clerk

Recommended By:

Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

Contractor warrants that the person who is signing this Contract on behalf of Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONTRACTOR:

Company Name

By: _____
Name

Its: _____
Title

City Transaction Privilege
License (Sales Tax) Permit No.

Certified to be a true and exact copy

(Corporate Seal)

7.1. CHECK SHEET

This check sheet contains a listing of items to be included in the sealed bid by the Contractor:

	Included
Competitive Sealed Bid Forms (note receipt of addenda) B-1 to B-4	<input type="checkbox"/>
Competitive Sealed Bid Certification Form CF-1	<input type="checkbox"/>
Bidders Project References PR-1	<input type="checkbox"/>
List of Subcontractors SB-1	<input type="checkbox"/> Separate Envelope
Health Insurance Affidavit.....AFF-2	<input type="checkbox"/> Separate Envelope
Bid Security, Page 31, Section 4.4.	<input type="checkbox"/>
Bidding Phase Requirements – Loss History Information , Page 32, Section 4.7.	<input type="checkbox"/> Separate Envelope

7.2.
COMPETITIVE SEALED BID

Place: Tempe, Arizona

Date: 05/06/09

Mayor and City Council
City of Tempe
Tempe, Arizona 85281

In compliance with your invitation for bids and all conditions of the Contract, the B & F Contracting, Inc., a corporation or limited liability corporation organized under the laws of the State of Arizona, a partnership consisting of _____ or individual trading as _____, of the City of Phoenix, and the County of Maricopa, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, service and transportation (all applicable taxes included) of the **TRAFFIC SIGNAL FOUNDATIONS 2009-2011, PROJECT NO . 6903381** and to install the material therein for City in a good and workmanlike and substantial manner and to the satisfaction of City, or their properly authorized agents and strictly pursuant to and in conformity with the Contract and other documents that may be made by City or their properly authorized agents, as provided herein, at the following prices:

The undersigned hereby declares that Contractor has visited the site and has carefully examined the Contract related to the work covered by the above bid.



City of Tempe

Project No. 6903381
Traffic Signal Foundations 2009-2011
B & F CONTRACTING

Base Bid

Item No.	Item Name	Quantity	Unit	Unit Cost	Total Cost
1	Modular Pole Foundations (T-571)	15	EA	\$3,741.00	\$56,115.00
2	Modular Pole Foundations for 45' mast arm (T-572)	15	EA	\$4,162.00	\$62,430.00
3	Modular Pole Foundations 50' mast arm (T-573)	10	EA	\$4,719.00	\$47,190.00
4	Modular "A" Pole Foundations (T-570)	15	EA	\$775.00	\$11,625.00
5	Type III Control Cabinet Foundations (ADOT T.S. 2-3)	10	EA	\$350.00	\$3,500.00
6	Type IV Control Cabinet Foundations (ADOT T.S. 2-4)	10	EA	\$350.00	\$3,500.00
7	Electrical Pedestal Foundation	10	EA	\$250.00	\$2,500.00
8	Installation of Traffic Signal Pull Boxes (T-453) Size 3.5	20	EA	\$176.00	\$3,520.00
9	Installation of Traffic Signal Pull Boxes (T-453) Size 5	20	EA	\$225.00	\$4,500.00
10	Installation of Traffic Signal Pull Boxes (T-453) Size 7	30	EA	\$244.00	\$7,320.00
11	Installation of 1.5" to 3" conduit	2000	LF	\$10.00	\$20,000.00
12	Installation of 1.5" to 3" conduit within roadway (Open Cut)	2000	LF	\$47.00	\$94,000.00
13	Installation of 1.5" to 3" conduit within roadway (Bore Under AC Pavement)	2000	LF	\$25.00	\$50,000.00
14	"R" Pole Foundations (ADOT T.S. 4-11)	5	EA	\$3,184.00	\$15,920.00
15	"Q" Pole Foundations (ADOT T.S. 4-10)	5	EA	\$3,184.00	\$15,920.00
16	"F" Pole Foundations (ADOT T.S. 4-3)	5	EA	\$1,435.00	\$7,175.00
17	"A" Pole Foundations (ADOT T.S. 4-1)	5	EA	\$200.00	\$1,000.00

18	Sawcut Existing Concrete	1000 LF	\$2.50	\$2,500.00
19	Sawcut Existing AC Pavement	2000 LF	\$1.00	\$2,000.00
20	Remove and Replace Existing AC Pavement	1000 SY	\$100.00	\$100,000.00
21	Remove and Replace Existing Concrete Sidewalk	2000 SF	\$9.00	\$18,000.00
22	Remove and Replace Existing Concrete Curb and Gutter	500 LF	\$25.00	\$12,500.00
23	Off-Duty Uniformed Officer (Allowance)	1 EA	\$40,000.00	\$40,000.00
24	Traffic Control (Allowance)	1 EA	\$75,000.00	\$75,000.00
25	Permit Fees (Allowance)	1 EA	\$1,500.00	\$1,500.00
26	Trench Plating (MAG Standard Detail 211, Type 2) (Allowance)	1 EA	\$75,000.00	\$75,000.00

Total Base Bid: \$732,715.00

The undersigned understands that City of Tempe reserves the right to award a Contract to the lowest and/or best responsible bidder, to reject all bids, and to waive any informalities in any bid deemed to be in the best interests of the City.

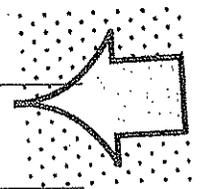
Performance shall not start until after receiving the Notice to Proceed, and the work will be completed within three hundred sixty five (365) consecutive calendar days after receiving the Notice to Proceed.

The undersigned hereby acknowledges receipt of the following addenda: Add. #1 April 27, 2009, Add #2 May 1, 2009
and Contractor's bid has been adjusted to reflect any changes.

Respectfully submitted,

By: _____
Name (Signature)

Its: _____
Title



HERE

Contractor's License No.

Federal I.D. No./Social Security No.

[Corporate Seal]

For: B & F Contracting, Inc.
Company Name

Address: 11011 N. 23rd Avenue
Phoenix, AZ 85029

Phone: 623-582-1170

Fax: 623-582-3761

Certified to be a true and exact copy

Karen M. Fillmore
Records Specialist

7.5.
CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

CERTIFICATION FORM

Proposer certifies that it is a: _____ proprietorship; _____ partnership; X corporation.

Arizona Sales Tax No. 07-411434G

Use Tax No. for Out-of-State Supplier _____

City of Tempe Sales Tax No. 42966

Taxpayer's Federal Identification No. 86-0677300

Proposer certifies that Proposer has read, understands, and will fully and faithfully comply with this Request for Proposal, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other Proposers or potential Proposers.

Company's Legal Name: B & F Contracting, Inc.

Address: 11011 N. 23rd Avenue

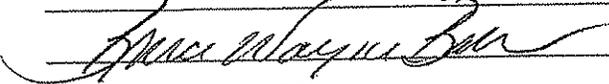
City, State and Zip Code: Phoenix, AZ 85029

Telephone Number: 623-582-1170

Company's Fax Number: 623-582-3761

Company's Toll Free Number: _____

E-Mail Address: sdenton@bfcontracting.com

Signature: 

Printed Name and Title: Bruce W. Balls, Secretary

MAILING ADDRESSES

Purchase Order Address: (If different from above)

Name: _____

Address: _____

City, State and Zip Code: _____

Payment Address: (If different from above)

Name: _____

Address: _____

City, State and Zip Code: _____

7.6.
**CERTIFICATION BY THE CONTRACTOR AUTHORIZING
EMPLOYEES TO SIGN BINDING AGREEMENTS**

Project Title Traffic Signal Foundations 2009-2011

Project # 6903381

The following employees in our organization are duly authorized to sign binding agreements for and on behalf of the Owner, Partner, or Corporation including, but not limited to, Pay Requests, Change Orders, Required Certifications, etc.:

Type or Print Name

Signature



Contractor Name

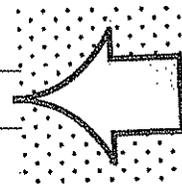
Signed By

(Owner, Partner, or Principal of the Corporation)

Printed Name

Title

Date



7.7.

STATUTORY PERFORMANCE BOND PURSUANT TO A.R.S. § 34-222

(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), are held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 11th day of June, 2009, to complete Project No. 6903381 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

The prevailing party 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 _____, 2009.

PRINCIPAL

SEAL

By: _____

*SURETY

SEAL

By: _____

AGENCY ADDRESS

*Surety hereby acknowledges it is licensed to do business in the State of Arizona.

7.8.

STATUTORY PAYMENT BOND PURSUANT TO A.R.S. § 34-222
(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 held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 11th day of June, 2009, to complete Project No. 6903381 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall promptly pay all moneys due to all persons supplying labor of materials to them or their 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 provision 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 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 _____, 2009.

PRINCIPAL

SEAL

By: _____

*SURETY

SEAL

By: _____

AGENCY ADDRESS

*Surety hereby acknowledges it is licensed to do business in the State of Arizona.

7.9.
CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

TRAFFIC SIGNAL FOUNDATIONS 2009-2011
PROJECT NO. 6903381

To the City of Tempe, Arizona

To Whom It May Concern:

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 or will be discharged after receipt of the final payment from the City of Tempe ("City") for the above project.

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 against the City. The undersigned further agrees to defend, indemnify and save harmless the City against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances, materials, and/or equipment furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 2009.

Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to me before this _____ day of _____, 2009.

Notary Public

[Notary Seal]

7.10.
CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

Phoenix, Arizona

Date May 6, 2009

TRAFFIC SIGNAL FOUNDATIONS 2009-2011
PROJECT NO. 6903381

I hereby certify that B&F Contracting, Inc (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000, will have, during the course of this Contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: Aetna Health Inc

Type of Insurance (PPO, HMO, POS, INDEMNITY): HMO

Policy No.: 0379809

Policy Effective Date (MM/DD/YY): 10/01/08

Policy Expiration Date (MM/DD/YY): 09/30/09

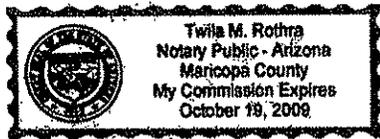
Signed and dated at B&F Contracting, this 06 day of May, 2009.

B&F Contracting/Bruce W Balls
General Contractor/Prime Consultant

By: *Bruce W Balls*

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 06 day of May, 2009.



Twila M Rothra
Notary Public

[Notary Seal]

7.11.

City of Tempe
Guidelines for Implementation of Health Insurance

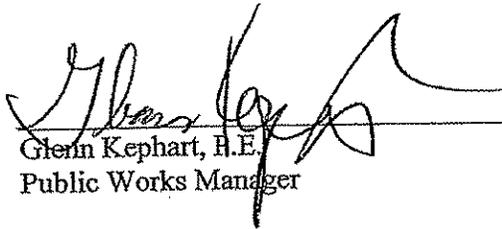
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at 480-350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe ("City") after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of Contract signing. Temporary employees will be covered to the same extent as City covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with City project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the Contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice

of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works Contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.


Glenn Kephart, H.E.
Public Works Manager

7.12.

PROMPT PAYMENT REQUIREMENTS

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

City adheres to the prompt payment provisions of A.R.S. §34-221.

1. Contractor shall pay to its sub-contractors or material suppliers and each Sub-contractor shall pay to its Sub-contractors or material supplier, within seven (7) days of receipt of each progress payment, the amounts attributable to the Contractor, Sub-contractors or material supplier for work performed or materials supplied. In addition, any reduction of retainage to Contractor must also result in a like reduction to sub-contractors for their work successfully completed within fourteen (14) calendar days of the reduction of the retainage to the Contractor. No contract between Contractor and its Contractors, Sub-contractors and material suppliers may materially alter the rights of any Contractor, Sub-Contractor or material supplier to receive prompt and timely payment as provided herein. Any diversion by Contractor, or any Sub-contractor, of payments received for work performed on a contract, or failure to reasonably account for the application or use of such payments, constitutes sufficient grounds for City to take any one or more of the following actions: (1) withhold future payments including retainage until proper disbursement has been made; (2) refusal of all future bids or offers from Contractor for a period not to exceed one year; or, 3) cancellation of the contract.

2. Alternate Dispute Resolution. If entitlement to the payment is in dispute, the parties to the dispute shall submit the matter to either; a) binding arbitration; b) to some other form of binding alternative dispute resolution (ADR); or, c) a City of Tempe facilitated mediation process. The ADR process shall commence within a reasonable period of time, not to exceed fourteen (14) calendar days of receipt of a Notice to Proceed to an ADR process issued by City once an ADR determination has been made on any disputed claim, the determination shall be implemented by the disputing parties within seven (7) calendar days of that determination.

TECHNICAL SPECIFICATIONS

MEASUREMENT AND PAYMENT

The method of measurement and payment for the various items comprising the work is as follows:

Measurement will be made in place for completed work with no allowances for waste. Measurement and payment for all items in the proposal shall be as indicated on the Bid Form, or as indicated herein. Payment for the items shall be considered compensation in full for the furnishing of all equipment, labor, materials, tools, overhead, profit and incidentals necessary to complete the work in a good, neat and satisfactory manner as indicated on the plans, or as specified herein and with all related work and testing complete. Each item, fixture, piece of equipment shall be complete in place, with all necessary appurtenances and connections for the satisfactory operation and use of each item. No additional payment will be made for incidental work related to each item unless specifically noted or specified.

Any area disturbed by construction or repair of any item in this Contract shall be restored to its original condition. Any damaged irrigation/sprinkler system will be repaired by the Contractor. This work is not a pay item and is considered incidental to other items for which payment is made.

The Contractor will provide re-landscaping of areas damaged during foundation installation. This work is not a pay item and is considered incidental to other items for which payment is made.

If a sidewalk is damaged due to access or egress for site foundation work, and it is the only access to complete the task safely, then the City of Tempe shall repair the sidewalk. If the sidewalk, curb or gutter is damaged due to negligence and was avoidable, then the Contractor shall be held responsible for repairs and restitution shall either be made to the City of Tempe or corrected by the Contractor.

No separate payment will be made for Mobilization/Demobilization or clean up. The cost of this work shall be included in related items, or for items for which payment is provided.

ITEMS OF WORK

Item 1 - Modular Pole Foundations (T-571)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe Detail T-571.

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 2 - Modular Pole Foundations for 45' mast arm (T-572)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe Detail T-572.

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 3 - Modular Pole Foundations for 50' mast arm (T-573)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe Detail T-573.

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 4 - Modular "A" Pole Foundations (T-570)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe Detail T-570.

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 5 - Type III Control Cabinet Foundations (ADOT T.S. 2-3)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and ADOT Detail T.S.2-3

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 6 - Type IV Control Cabinet Foundations (ADOT T.S. 2-4)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and ADOT Detail T.S.2-4

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 7 - Electrical Pedestal Foundation (T-656)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe detail T-656

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Items 8, 9 and 10 - Installation of Traffic Signal Pull Boxes (T-453)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe Detail T-453 for the following Traffic Signal Box types:

- a. Item 8 - Pull Box, Size 3.5
- b. Item 9 - Pull Box, Size 5
- c. Item 10 - Pull Box, Size 7

Measurement and payment for these items shall be at the contract unit price for each Traffic Signal Pull Box installed.

Item 11 - Installation of 1.5" to 3" conduit

Work under this item shall include all excavation, schedule 40 PVC conduit, installation, fittings, cleaning, backfill, compaction, and mule tape @ 2,500 lbs to be installed in each conduit and

repair of existing improvements that are damaged as a result of this work item. Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe Standard Details.

Measurement and Payment for this item shall be at the contract unit price bid per linear foot of conduit installed (through fittings and pull boxes).

Item 12 - Installation of 1.5" to 3" conduit within roadway (Open Cut)

Work under this item shall include all excavation, schedule 40 PVC conduit installation, fittings, cleaning, backfill, compaction, and mule tape @ 2,500 lbs to be installed in each conduit and repair of existing improvements that are damaged as a result of this work item. Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe Standard Details. Backfill shall be per Tempe Standard Detail T-450.

Measurement and Payment for this item shall be at the contract unit price bid per linear foot of conduit installed (through fittings and pull boxes) within roadway under pavement.

Item 13 - Installation of 1.5" to 3" conduit within roadway (Bore under AC Pavement)

Work under this item shall include all excavation, boring under existing AC pavement, schedule 40 PVC conduit, installation, fittings, cleaning, backfill, compaction, and mule tape @ 2,500 lbs to be installed in each conduit and repair of existing improvements that are damaged as a result of this work item. Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and Tempe Standard Details.

Measurement and Payment for this item shall be at the contract unit price bid per linear foot of conduit installed (through fittings and pull boxes) within roadway under pavement.

Item 14 - "R" Pole Foundations (ADOT T.S. 4-11)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and ADOT Detail T.S. 4-11.

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 15 – “Q” Pole Foundations (ADOT T.S. 4-10)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and ADOT Detail T.S. 4-10.

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 16 – “F” Pole Foundations (ADOT T.S. 4-3)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and ADOT Detail T.S. 4-3.

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 17 – “A” Pole Foundations (ADOT T.S. 4-1)

Work under this item shall conform to the applicable MAG Specifications, the City of Tempe Supplement to MAG and ADOT Detail T.S. 4-1.

Measurement and payment for this item shall be at the contract unit price for each foundation installed.

Item 18 – Saw Cut Existing Concrete

Contractor shall provide all materials, equipment, and labor to sawcut existing concrete (full depth) to allow for removal of existing concrete as specified. Contractor shall coordinate exact sawcutting line locations with the City of Tempe Traffic Operations Supervisor prior to work.

Measurement and payment will be made at the contract unit price bid per lineal foot.

Item 19 – Saw Cut Existing AC Pavement

Contractor shall provide all materials, equipment, and labor to sawcut existing asphalt concrete (full depth) to allow for removal of existing asphalt concrete as specified. Contractor shall coordinate exact sawcutting line locations with the City of Tempe Traffic Operations Supervisor prior to work.

Measurement and payment will be made at the contract unit price bid per lineal foot.

Item 20: Remove and Replace Existing AC Pavement

Contractor shall provide all materials, equipment, and labor to remove existing asphalt pavement and ABC, legally dispose of off site as specified and Contractor shall restore all asphalt pavement and street cross section per City of Tempe detail T-450.

Measurement and payment will be made at the contract unit price bid per square yard.

Item 21 and 22: Remove and Replace Existing Concrete Improvements

Contractor shall provide all materials, equipment, and labor to remove existing concrete sidewalk and/or concrete curb and gutter, legally dispose of off site and replace to match existing as specified.

Concrete Sidewalk shall be Class B concrete conforming to the applicable requirements of Section 725. The subgrade shall be prepared and compacted per MAG Specification Section 301 and the Tempe Supplement Section 301.3 to the MAG Specifications. Finishing and curing shall be per MAG Specification Section 505. Sidewalk shall be per MAG Standard Detail 230 and match existing sidewalk width and thickness.

Concrete Curb and Gutter shall conform to the provisions of MAG Specification Section 340, subgrade preparation shall be per MAG Specification Section 301 and Section 301.3 of the City of Tempe Supplement to the MAG Specifications. Concrete Curb and Gutter shall be per Standard Detail 220 Type A and match existing height and thickness.

Measurement and payment will be made at the contract unit price bid per square foot for removal and replacement of concrete sidewalk and per linear foot for removal and replacement of concrete curb and gutter.

Item 23: Off-Duty Uniformed Officer (Allowance)

This item shall be as described in the Special Terms and Conditions.

Payment will be made based on actual costs incurred upon submitting a receipt showing the Off-Duty Uniformed Officers have been paid plus general contractor mark-ups as described in MAG Specification Section 109.5.4 for the annual accumulated total for Off-Duty Uniformed Officer provided under this contract.

Item 24: Traffic Control (Allowance)

This item shall be as described in the Special Terms and Conditions.

Payment will be made based on actual costs incurred plus general contractor mark-ups as described in MAG Specification Section 109.5.4 for the annual accumulated total for Traffic Control provided under this contract.

Item 25: Permit Fees (Allowance)

This item shall be as described in the Special Terms and Conditions.

Payment will be made based on actual cost of the permit(s) and license fees upon submitting a receipt showing the fee he has paid.