



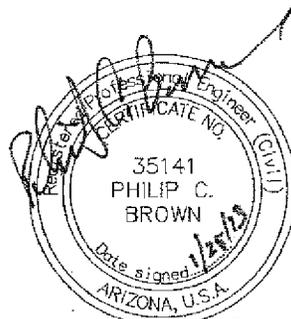
**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

INVITATION FOR BIDS

FOR

**GRAVITY SEWER REPLACEMENT & UPSIZE -
SCOTTSDALE ROAD FROM CURRY ROAD
TO GILBERT METERING STATION**

PROJECT NO. 3209391



EXPIRES 9/30/15

CITY COUNCIL MEMBERS

Mayor – Mark W. Mitchell

Onnie Shekerjian
Corey Woods
Shana Ellis

Joel Navarro
Robin Arredondo-Savage
Koiby Granville

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

2013

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CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

NOTICE TO CONTRACTORS

**GRAVITY SEWER REPLACEMENT & UPSIZE - SCOTTSDALE ROAD
FROM CURRY ROAD TO GILBERT METERING STATION
PROJECT NO. 3209391**

1. **INTRODUCTION**

THIS INVITATION FOR BID is hereby offered by the City of Tempe, an Arizona municipal corporation ("City") for Gravity Sewer Replacement & Upsize on Scottsdale Road - Curry Road to Gilbert Metering Station as set forth herein and shall be identified as Project No. 3209391.

1.1. **OVERVIEW OF PROJECT**

The scope of work includes construction of a new sewer line by pipe bursting method. New manholes, service connections, drop connections and other miscellaneous appurtenances are required. Construction work is Scottsdale Road is planned for Summer 2013 in order to minimize traffic disruptions.

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.

Contractor 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 one hundred fifty (150) calendar days thereafter.

2. **SCOPE OF WORK**

The proposed work will consist of **REPLACING APPROXIMATELY 1,500 FEET OF EXISTING 12-INCH GRAVITY SEWER WITH A NEW 15-INCH LINE LOCATED IN SCOTTSDALE ROAD AND GILBERT ROAD** accordance with the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction – 2012 Edition (“MAG Specifications”), Maricopa Association of Governments Uniform Standard Details for Public Works Construction – 2012 Edition (“MAG Details”) and City of Tempe Supplement to the MAG Uniform Standard Details and Specifications for Public Works Construction - 2010 (“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 superintendent or other properly designated agent. Instructions and information given by City construction manager to Contractor’s superintendent or agent on the work shall be considered as having been given to 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 superintendent who shall be designated in writing by Contractor as Contractor’s representative at the site. The superintendent shall have full authority to act on behalf of Contractor

and all communications given to the superintendent shall be as binding as if given to Contractor. The superintendent 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 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 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 architect/engineer 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 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 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 City. The final inspection must be completed prior to final acceptance and payment.

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 inspected and found to be completed in accordance with the Contract. 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. 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 it 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 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.

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. Instructions provided by City Engineer shall be as binding upon Contractor as though contained in the original Contract.

At the option of City construction project manager, material 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 material 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.

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 relocated. Any monuments damaged or lost due to the Contractor's negligence and/or lack of notification to City surveyor shall be replaced at Contractor's expense. In the event a lot corner will be disturbed Contractor shall notify affected property owner(s) and obtain consent prior to any construction. Any lot corners disturbed or lost due to Contractor's negligence shall be replaced at Contractor's sole expense.

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; however, delays 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 that is unreasonable under the circumstances, and that was not within the contemplation of the parties to the Contract at the time the Contract was entered into.

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, or which provides for alternative dispute

resolution, other procedures for settlement, or which provides for liquidated damages.

However, if the parties cannot reach 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 City 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. 34-201, et seq. 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 shall meet with the City Engineer for a preconstruction conference prior to commencing work. At the preconstruction conference Contractor shall submit a progress schedule showing the order in which Contractor proposes to carry out the work, the dates on which Contractor and its subcontractors will start the salient features of the work, including procurement of materials, equipment, etc.; the ordering of articles of special manufacture; the furnishing of drawings, plans and other data for the review and approval of the City Engineer; the inspection of structural steel fabrication; and the contemplated dates for the completion of the said salient features. The schedule may be in a bar chart format or a critical path method format. No schedule activity shall be shorter than one day or longer than 15 working days. The schedule must show interrelationships among the activities, and the controlling items of work throughout the project shall be identified. If requested by the City Engineer, Contractor shall furnish information needed to justify activity time durations. Such information shall include estimated manpower, equipment, unit quantities, and production rates. The schedule shall illustrate the completion of the work not later than the contract completion date.

Contractor shall furnish authorized signature forms and a list of Contractor's proposed subcontractors and major material suppliers.

Progress schedules shall have considered the time requirement for ordering articles of special manufacture to meet specific requirements of the work when structural steel fabrication inspection is required.

Contractor shall submit a traffic control plan in accordance with Section 3.13 Traffic Control.

Contractor shall also submit a safety plan and designate an employee as Safety Supervisor, in accordance with ADOT Standard Specifications Subsection 107.08. If approved by the City Engineer, Contractor may designate one employee to be responsible for both the traffic control and safety plans.

If the project requires that Contractor or City personnel to work from falsework, within shoring, or in any other hazardous area, Contractor shall submit as part of Contractor's safety plan specific measures it will use to ensure worker safety.

Contractor shall also submit a program for erosion control and pollution prevention, as set forth in ADOT Standard Specifications Subsection 104.09, on all projects involving clearing and grubbing, earthwork, structural work, or other construction, when such work is likely to create erosion or pollution problems.

If Contractor fails to provide the required submissions, the City Engineer may order the preconstruction conference suspended until such time as they are furnished. Work shall not begin until the preconstruction conference has been concluded and the safety plan has been approved, unless authorized by the City Engineer. Contractor shall not be entitled to additional compensation or an extension of contract time resulting from any delays due to such a suspension.

When the specifications require specific quality control measures for certain materials, Contractor shall designate a qualified employee as Quality Control Manager. The Quality Control Manager shall be responsible for the implementing and monitoring of the quality control requirements described in ADOT Standard Specifications Subsection 106.04(C).

3.4. CONTRACT EXTENSION

The prices bid in this Contract will be maintained for any extension period unless Contractor can demonstrate, to the satisfaction of 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

In accordance with 23 CFR 635.110(c), the low bidder and all subcontractors must carry the appropriate State of Arizona contractor's license for the proposed work prior to award of the contract. Should the lowest responsive bidder not be able to obtain the required license, the project may be awarded to the next lowest responsive bidder who has the required license(s).

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 a 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 removal of items such 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 requiring 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. **SPECIFIC PRODUCTS OR BRANDS**

Specific brands and/or models of materials listed in the plans, specification, standard details and standard specifications are for demonstrative purposes only. They should not be construed as a sole source request for a specific product or brand. Contractor shall provide City with the required product data including, but not limited to, manufacturers' standard catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, schematic drawings, printed

installation, erection, application, and placing instructions and other descriptive data related to the product in order for City to determine if the product is equivalent to the product listed for approval.

3.10. ENVIRONMENTAL REQUIREMENTS

3.10.1. 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.

3.10.2. 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.

3.10.3. 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 City 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.

3.11. **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.

3.12. **TRAFFIC CONTROL**

3.12.1. All traffic shall be regulated in accordance with the MAG Specifications; the City of Tempe Traffic Barricade Manual, latest edition; the Manual on Uniform Traffic Control Devices (MUTCD); and any special provisions included herein.

At 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 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 final 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", or the City of Tempe Traffic Barricade Manual, latest edition. 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, except as specifically indicated otherwise in the Special Provisions section of this project 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 City. Any and all repairs and/or replacement costs expended by City in this regard shall be reimbursed by Contractor at twice 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 Americans with Disabilities Act and as approved by City. Contractor shall abide by applicable speed limits. Additional information may be obtained by contacting the City Transportation Division at 480-350-8219.

3.12.2. Temporary Barricades

Temporary barricades shall be regulated in accordance with the City of Tempe Traffic Barricade Manual, latest edition.

No additional payment by City will be made to Contractor or its subcontractor for temporary barricades.

3.13. 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. 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 City; and, remove all equipment,

materials, tools and Contractor's personal property prior to submission of final invoice to City.

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 Contractor, and recover all attendant costs.

3.14. **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.

3.15. **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.

3.16. **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.

3.17. **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 the start of any work or construction.

3.18. **ACCESS**

Contractor shall maintain public access to adjacent businesses of the job site at all times during construction. Where property has more than one access point, no more than one access point 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 all times. Access to adjacent private driveways shall be maintained by Contractor during all non-working hours.

3.19. **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 such facilities.

3.20. **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.

3.21. **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.

3.22. **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.

3.23. **GOVERNMENT APPROVALS AND PERMITS**

- 3.23.1. 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.
- 3.23.2. Copies of all permits and notices shall be provided to City 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.
- 3.23.3. 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.
- 3.23.4. 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.

3.24. **KEY CONTACTS**

City of Tempe Engineering	Phil Brown	480-350-8476
Blue Stake Center		602-263-1100

3.25. **DUST PREVENTION**

Contractor shall take all necessary steps to ensure dust-free conditions on property within the City to the satisfaction of the City Engineer, and fully comply with A.R.S. §49-474.06 and Maricopa County Air Pollution Control Rules and Regulations Rule 200 §305-306, concerning dust-generating operations as defined by Maricopa County Rule 310. 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 shall obtain a Maricopa County dust control permit. Contractor shall provide assurance that subcontractors used on the dust generating portion of the Project are registered with the Maricopa County Air Quality Department and that only certified PM-10 efficient street sweepers shall be used to sweep City streets as required by Tempe City Code Sec. 26A-25. Contractor shall provide its

subcontractor(s)' registration number and dust control plan, if applicable, to the City Engineer prior to engaging in any dust-generating activities. Project related hauling activities to and/or from storage located on property owned by City shall be listed on the approved dust control permit and be subject to control measures in the approved dust control plan. When hauling fill or excavation materials exceeding five thousand (5,000) cubic yards or when the duration of the haul is more than ten (10) working days, Contractor shall obtain a City haul permit before the hauling operation begins. Prior to receiving a haul 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 Engineer.

All costs associated with the submittal, approval and implementation of the permit and dust control plan as approved by Maricopa County Air Quality Department shall be borne solely by the Contractor. Failure to fully comply with this provision shall be considered a material breach of the Contract, and subject the Contract to termination by the City, in addition to other legal remedies.

3.26. **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.

3.27. **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 bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Arizona, issued by the director of the department of insurance pursuant to Arizona Revised Statutes, title 20, chapter 2, article 1, as amended from time to time.

3.28. **MINIMUM LIMITS OF INSURANCE**

3.28.1. Contractor shall maintain limits no less than:

- a. Commercial General Liability: \$5,000,000 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.

3.28.2. 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.

3.28.3. 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 with respect to: 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 with respect to City, its officers, officials, employees, agents and volunteers. Any insurance or

self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of 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 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 City.

3.28.4. 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 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 City, including an increase in the minimum limits to \$5,000,000 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.

3.28.5. 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 Contractor.

3.29. 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 resulting 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.

3.30. **SPECIAL PROVISIONS**

Work in Scottsdale Road:

Pipe bursting and other major construction work impacting traffic within the Scottsdale Road Right-of-Way shall not commence prior to May 15, 2013 and shall be completed prior to August 5, 2013. Work not impacting traffic in the Scottsdale Road Right-of-Way may be conducted outside of this time window within the term of this contract.

Project Coordination is required if there are other projects under construction in the vicinity.

Traffic Control Allowance:

Costs of flagmen, uniformed off-duty law enforcement officers, or pilot cars, with driver are included as an allowance amount specified by the City in the bid tabulation for this project. All other costs related to traffic control, including but not limited to signs, barricades and traffic control devices shall be considered incidental to other pay items.

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 9:00 a.m. Thursday, February 14, 2013. 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: GRAVITY SEWER REPLACEMENT & UPSIZE -
SCOTTSDALE ROAD FROM CURRY ROAD
TO GILBERT METERING STATION
PROJECT NO. 3209391**

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 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.

Plans and specifications are available for download from the City of Tempe Engineering Division at www.tempe.gov/cngprojectsbidding. When the documents are downloaded, Contractors MUST register on-line as a plan holder to be notified of project addenda. If addenda are issued for this project the City of Tempe will attempt to notify plan holders at the email address provided. It is the Contractor's sole responsibility to confirm that they have received all addenda prior to submitting a bid. The City is not responsible for providing notification or addenda to Contractors.

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 City of Tempe Engineering Division at 480-350-8200. City Project Construction Manager for this project is Phil Brown.

Anyone wishing to receive future notices through automatic notification by email can register their company name and email address at www.tempe.gov/enews (select the following e-notify list: Engineering Bid/RFQ Notification).

4.2. **ADDENDA**

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

4.3. **BID SECURITY**

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 Contractors whose bids are not accepted and to the successful Contractor upon the execution of a satisfactory bond and Contract.

Each bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Arizona, issued by the director of the department of insurance pursuant to Arizona Revised Statutes, title 20, chapter 2, article 1, as amended from time to time. All bond documents shall be executed pursuant to the requirements of A.R.S. 34-201, et seq.

4.4. 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.

4.5. 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 City.

4.6. BIDDING PHASE REQUIREMENTS

4.6.1. Pursuant to A.R.S. §1-502, any individual/sole proprietor who responds to this Invitation for Bids by signing on page B-3 shall also sign a sworn affidavit (Exhibit 7.13.) and present one of the documents listed on the affidavit to verify lawful presence in the United States. Failure to sign said affidavit and present one of the listed documents **shall result in rejection of the bid.**

4.6.2. 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.

4.7. **PRE-CONTRACT AWARD REQUIREMENTS**

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

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

4.7.3. Taxes. All applicable taxes due and owing by Contractor and all subcontractors shall be considered by City in determining award. At all times, the determination of applicable taxes and rates, and remitting taxes owed shall be the sole responsibility of Contractor. Should any taxes owed to City by Contractor or any subcontractors, including privilege (sales) and use tax, not be remitted in full prior to Contract award, the bid shall be considered non-responsive and rejected by City.

4.8. **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.

4.9. **PROTEST PROCEDURE**

City protest procedures are outlined in Section 26A-21 of the Tempe City Code, available at <http://www.tempe.gov/citycode>.

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 of the notice of award is issued shall result in cancellation of the award and this Contract may be voided at the option of City.

5.2. **PLANS TO THE SUCCESSFUL BIDDER**

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

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

Notwithstanding unforeseeable circumstances, the Notice to Proceed shall be issued by 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. **ESCROW AND HOLDBACK**

In the event of a dispute arising under this Contract that is not summarily resolved by the parties concerning any withholding or nonpayment of funds by the City, the parties agree that said disputed funds may be held back and placed into a neutral escrow account, in the form of an interest bearing savings account, until the dispute is resolved. By signing this Contract, Contractor acknowledges and agrees to the deposit of any and all disputed funds into an escrow account into the financial institution of the City's election.

Except as to those amounts withheld, at City's direction, the balance of the funds shall be paid to Contractor or subcontractor(s), as set forth by Arizona law. Any funds remitted to City in excess of the amount allowed by statute will be reimbursed to Contractor. In no event shall City be liable to Contractor for damages resulting from a claimed loss due to payment of the excess funds or due to a delay in reimbursing the excess payment.

Once per calendar month, the financial institution shall furnish the City and Contractor with a statement reflecting the funds held as of the last day of the preceding calendar month, and showing the transactions for that prior month. At the request of Contractor or City, the financial institution shall furnish both parties with an interim statement showing funds held as of the 25th day of the most recent month or, if a non-business day, the following business day of that month.

Contractor acknowledges and agrees that all fees, costs, and charges imposed by any financial institution in connection with the maintenance and administration of the disputed funds shall be charged to, and paid by Contractor. The funds shall be free of any claim for such fees, costs, or charges. However, the financial

institution may obtain payment for any such accrued fees, costs, and charges owed by Contractor related to said funds out of available interest earned on the funds, or deduct the same from any funds to be paid to Contractor, according to written disbursement instructions from City.

The parties acknowledge and agree that in the event of no resolution between the parties concerning distribution of the disputed funds, the funds may be interplead in a court of competent jurisdiction in Maricopa County, Arizona.

It is understood that financial institution shall not be deemed liable, nor responsible, for the collectability of any funds assigned or held in connection with this provision.

6.3. **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 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 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.

In no event shall the City be obligated, liable or responsible for performance of the obligations set forth herein, any provision of this Contract, or any expenses incurred by Contractor in securing this Contract (including but not limited to purchasing insurance coverage, performance bonds or other security), at any time, including prior to or following City Council's approval of this Contract, should funds not be appropriated by the City through its Council or staff, in order to complete the Project. In the event that funds are not appropriated to meet or complete this Contract, then City shall immediately provide notice to Contractor of such non-allocation and terminate the Contract. City shall incur no resulting liabilities or penalties for termination under this Section.

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

6.4. **DEFAULT PROVISIONS**

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

- 6.4.1. 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;
- 6.4.2. 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;
- 6.4.3. 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;
- 6.4.4. 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 the requirements of the Contract and fails to cure such non-performance within ten (10) days after written notice from City;
- 6.4.5. 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 the 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 to be non-compliant with the specifications.

6.5. **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 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 herein. 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.

6.6. **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 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.

6.7. **COMPLIANCE WITH STATE AND FEDERAL LAWS**

6.7.1. 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.

6.7.2. Legal Compliance. 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 Legal Arizona Workers Act (LAWA), 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.

6.7.3. 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,

creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. 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 agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.

6.7.4. Federal Employer Sanctions Law. Contractor understands and acknowledges the applicability of the Federal Employment Eligibility Verification Requirements ("Requirements"), including but not limited to, Executive Order 12989; Federal Acquisition Regulation E-Verify clause (73 F.R. 67704); and 8 U.S.C. §1324, et seq., as amended from time to time. Contractor warrants current compliance with these and all Federal immigration laws and regulations that relate to their employees, on behalf of the Contractor and all of its subcontractors, including the use of E-Verify to confirm the employment eligibility of all persons hired during a Contract term and current employees performing under the Contract within the United States. Should the Requirements conflict with any applicable state laws or regulations as referenced in 6.6.2., the Requirements shall prevail.

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.

6.8. 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.

6.9. 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.

6.10. **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.

6.11. **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.

6.12. **SURVIVAL**

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

6.13. **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.

6.14. **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.

6.15. **TIME IS OF THE ESSENCE**

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

6.16. **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.

6.17. **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.

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

6.18. **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 the City Council of the City of Tempe, Arizona, and when executed by the duly authorized City officials and the duly authorized agent of Contractor.

6.19. **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.

6.20. **NOTICES TO CITY ENGINEER**

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

Gravity Sewer Replacement & Upsize on Scottsdale Road from Curry Road to
Gilbert Metering Station
Andy Goh, P.E.
City of Tempe
31 E. Fifth Street, Garden Level
Tempe, Arizona 85281

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.

6.21. **NOTICES TO CONTRACTOR**

(To be completed by successful bidder)

Company Name: _____

Address: _____

Phone: _____

Fax: _____

6.22. **GIS DATA DISCLAIMER**

THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONTRACTOR ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONTRACTOR SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

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
- 7.13 AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED
STATES

[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.

CITY OF TEMPE, an Arizona municipal corporation

By: _____
Name

Its: _____
Title

ATTEST:

City Clerk

Recommended By:

APPROVED AS TO FORM:

A _____
Deputy PW Director/City Engineer

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:

AUI INC.
Company Name

By: _____
Name

Its: _____
Title

City Transaction Privilege
License (Sales Tax) Permit No.

(Corporate Seal)

Witness [IF CONTRACTOR IS INDIVIDUAL]

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-3	<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
Affidavit Demonstrating Lawful Presence in the United States LP-1	<input type="checkbox"/>
Bid Security, Section 4.3, Page 29	<input type="checkbox"/>
Bidding Phase Requirements – Loss History Information, Section 4.6., Page 30.....	<input type="checkbox"/> Separate Envelope

7.2.
COMPETITIVE SEALED BID

Place: Tempe, Arizona

Date: February 14, 2013

Mayor and City Council
City of Tempe
Tempe, Arizona 85281

In compliance with your invitation for bids and all conditions of the Contract, the AUI Inc., a corporation or limited liability corporation organized under the laws of the State of New Mexico, a partnership consisting of n/a or individual trading as n/a, of the City of Albuquerque, and the County of Bernalillo, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, service and transportation (all applicable taxes included) of the **GRAVITY SEWER REPLACEMENT & UPSIZE – SCOTTSDALE ROAD FROM CURRY ROAD TO GILBERT METERING STATION, PROJECT NO . 3209391** 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. 3209391

Gravity Sewer Replacement & Upsize - Scottsdale Rd from Curry Rd to Gilbert Metering Station

AUI INC.

Base Bid

Item No.	Item Name	Quantity	Unit	Unit Cost	Total Cost
1	Rehab Existing 12" Sewer Line with 15" HDPE	1500	LF	\$145.00	\$217,500.00
2	Install 15" ID (18" OD") Sewer Line, HDPE	42	LF	\$700.00	\$29,400.00
3	Construct Manhole (MAG 420)	7	EA	\$9,000.00	\$63,000.00
4	Reinstall Existing Sewer Tap Per Detail	15	EA	\$8,550.00	\$128,250.00
5	New Concrete Pavement Section Per Detail	44	SY	\$150.00	\$6,600.00
6	Remove Existing Manhole	6	EA	\$1,700.00	\$10,200.00
7	Sawcut and Remove Asphalt Pavement	229	SY	\$55.00	\$12,595.00
8	Sawcut and Remove Concrete Pavement	44	SY	\$58.00	\$2,552.00
9	Construct Drop Sewer Connection Per Detail	2	EA	\$2,570.00	\$5,140.00
10	Construction Survey and Layout	1	LS	\$2,220.00	\$2,220.00
11	Bypass Pumping	1	LS	\$74,645.00	\$74,645.00
12	Odor Control	1	LS	\$2,100.00	\$2,100.00
13	County Dust Permit (Permits and Implementation)	1	LS	\$3,900.00	\$3,900.00
14	Stormwater Pollution Prevention (Plans, Permits and Implementation)	1	LS	\$6,200.00	\$6,200.00
15	General Conditions and Requirements	1	LS	\$179,500.00	\$179,500.00
16	Traffic Control (flagmen, uniformed officer & pilot car allowance)	1	LS	\$75,000.00	\$75,000.00

Total Base Bid: \$818,802.00

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 one hundred fifty (150) consecutive calendar days after receiving the Notice to Proceed.

The undersigned hereby acknowledges receipt of the following addenda: None

and Contractor's bid has been adjusted to reflect any changes.

Respectfully submitted,

By: _____
Signature

Darrin Howells
Printed Name

Its: President
Title

81724
Contractor's License No.

85-0341049
Federal I.D. No./Social Security No.

[Corporate Seal])

For: AUI Inc.
Company Name

Address: P.O. Box 9825
Albuquerque, NM 87119-9825

Phone: 505-242-4848

Fax: 505-242-9050

7.4.

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 108.2 of the "Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction", the bidder shall provide the information listed below regarding proposed subcontractors in a separate sealed envelope. Failure to provide complete and accurate information may disqualify the bid.

<u>Subcontractor Name</u>	<u>Address</u>	<u>Type of Work</u>	<u>% of Total Contract</u>	<u>License #</u>	<u>Tempe Privilege Tax License #</u>
Rain for Rent	26001 S. Arizona Ave Chandler, AZ 85248	By-pass Pumping	6.27%	173380	
ProPipe	4940 W. Watkins St Phoenix, AZ 85040	CCTV & Pipe Clean	0.57%	175953	
ACE Asphalt	3030 South 7th Street Phoenix, AZ 85040	Asphalt Replacement	4.29%	090990	
Highway Technologies		Traffic Control	2.39%	163703	
Old Castle Precast		60" SAS Manholes	3.52%	177490	

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

CERTIFICATION FORM

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

Arizona Sales Tax No. 07366997-F

Use Tax No. for Out-of-State Supplier AUI Inc. will request if apparent low bidder

City of Tempe Sales Tax No. AUI Inc. will request if apparent low bidder

Taxpayer's Federal Identification No. 85-0341049

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: AUI Inc.

Address: PO Box 9825

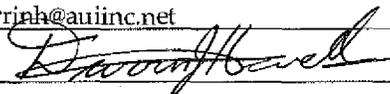
City, State and Zip Code: Albuquerque, NM 87119-9825

Telephone Number: (505) 242-4848

Company's Fax Number: (505) 242-9050

Company's Toll Free Number: n/a

E-Mail Address: darrjah@auinc.net

Signature: 

Printed Name and Title: President

MAILING ADDRESSES

Purchase Order Address: (If different from above)

Name: AUI Inc.

Address: Same as Above

City, State and Zip Code: _____

Payment Address: (If different from above)

Name: AUI Inc.

Address: Same as Above

City, State and Zip Code: _____

7.6.

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

Gravity Sewer Replacement & Upsize – Scottsdale Road from
Curry Road to Gilbert Metering Station

Project No. 3209391

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 _____

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 / day of /, 2013, to complete Project No. 3209391 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived; then the above obligation is void. Otherwise it remains in full force and effect.

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

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

DATED this ____ day of _____, 2013.

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 / day of /, 2013, to complete Project No. 3209391 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 promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, then this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

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

DATED this ____ day of _____, 2013.

PRINCIPAL

SEAL

By: _____

*SURETY

SEAL

By: _____

AGENCY ADDRESS

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

**CITY OF TEMPE DEPARTMENT OF PUBLIC WORKS
UNCONDITIONAL WAIVER AND RELEASE
FOR CONTRACTOR'S PAYMENT
AND SETTLEMENT OF CLAIMS**

Upon receipt of payment from the City of Tempe, the undersigned:

Contractor's Name: _____

Contractor's Address: _____

The undersigned has been paid and acknowledges having received final payment from the City of Tempe in the amount of \$_____ [state dollar amount for final, total contract amount] for full and final payment of all work, services, equipment, labor, skill and material furnished, delivered and performed by the undersigned for the city or anyone in the construction [or other services] for GRAVITY SEWER REPLACEMENT & UPSIZE - SCOTTSDALE and PROJECT NO. 3209391 at the location of SCOTTSDALE ROAD FROM CURRY ROAD TO GILBERT METERING STATION; and does hereby waive and release any and all rights to mechanic's liens, any state or federal statutory bond right, any private bond right, any claim for payment and any and all rights under any applicable federal, state or local laws related to claim or payment rights for persons in the undersigned's position held on the above-referenced project against the City of Tempe, for this value received. The undersigned further agrees to defend, indemnify and hold harmless the City of Tempe against any and all liens, claims, suits, actions, damages, charges and expenses whatsoever, which the City may incur arising out of the failure or the undersigned to pay in full for all work, services, equipment, labor, skill and material furnished with regard to the project.

The undersigned, in consideration of the payment acknowledged, hereby warrants that he has already paid or will pay using the monies received from this final payment to promptly pay in full all of his contractors, subcontractors, laborers, materialmen and suppliers for all work, materials, equipment or services provided to the above-referenced project.

Contractor Signature

Date

By (Print Name and Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if signed, even if you have not been paid. If you have not been paid in full, use a conditional release form.

[NOTARY SEAL TO FOLLOW]

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On ___ day of _____, 2013, _____ personally appeared before me, and proved by lawful identification documents to be the person who signed the preceding document in my presence, and who affirmed to me that the contents therein are truthful and accurate to the best of his/her knowledge and belief.

Notary Seal

Notary Public

Printed Name

My Commission Expires:

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

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

Tempe, Arizona

Date February 14, 2013

GRAVITY SEWER REPLACEMENT & UPSIZE
SCOTTSDALE ROAD FROM CURRY ROAD TO GILBERT METERING STATION
PROJECT NO. 3209391

I hereby certify that AUI 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: Presbyterian Health Plan

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

Policy No.: GR001338

Policy Effective Date (MM/DD/YY): 1/1/2013

Policy Expiration Date (MM/DD/YY): 12/31/13

Signed and dated at _____, this 14 day of February, 2013.

AUI Inc.
General Contractor/Prime Consultant

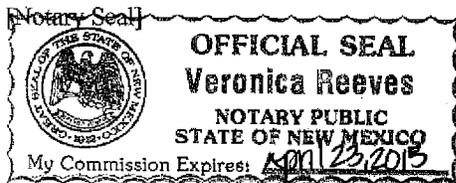
By: *Darrin Howells*

Darrin Howells, President
Printed Name

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 14 day of February, 2013.

[Signature]
Notary Public



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 Director, 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 Director 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 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 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.

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.

AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____; Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____; Place of birth: _____
- _____ 5. A United States passport
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company (if applicable)

Print Name

Address

Date:

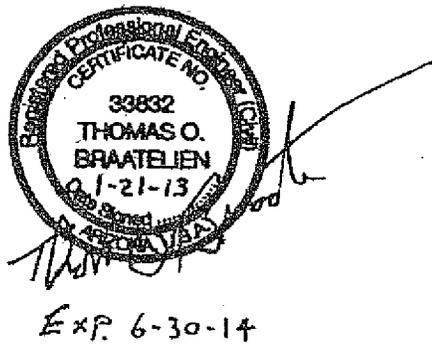
City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423

CITY OF TEMPE
PROJECT NO. 3209391

TECHNICAL SPECIFICATIONS



TECHNICAL SPECIFICATIONS

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4.0	High Density Polyethylene Sanitary Sewer Pipe	TS-12

1.0 SPECIAL TRAFFIC REGULATIONS

On Scottsdale Road at least two north bound lanes and one south bound lane of travel must be maintained at all times.

On Gilbert Drive both east bound and west bound directions of traffic shall be maintained at all times. East bound and west bound traffic shall be maintained either by keeping two lanes open, one for each direction of traffic, or by keeping one lane open with flagmen directing east bound and west bound traffic through the lane.

On Curry Road Drive all through lanes of travel must be maintained at all times.

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times. Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half sections, or by providing bridging over new concrete. Properties having more than one point of access shall not have more than one access restricted for more than fourteen calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business in writing at least fourteen days prior to imposing restrictions.

The Contractor shall ensure that all sidewalks on this project remain in compliance with all the issues outlined by the American Disabilities Act of 1990. All pedestrian-walking areas, whether paved or unpaved, shall be maintained open and safely usable at all times. Such measures as backfilling or ramping at a 12:1 slope to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used.

The Contractor shall submit a traffic control plan for approval, showing placement of all traffic control devices, including all conflicting signs to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be professionally drawn on a reproducible medium, and shall be submitted to the Engineer two weeks prior to the contract start time or at the Pre-Construction conference, whichever occurs first.

2.0 DIVERSION OF SEWAGE FLOW AND DEWATERING (BYPASS PUMPING)

This section describes the existing conditions for the temporary diversion of sewage flows, dewatering of sewers and bypass pumping during the construction and inspection of the project. Temporary bypass pumping is very important for the project, including the maintenance of service to the existing service connections.

Sewer service to customers must be maintained during the course of the work. The Contractor shall provide a public information representative to visit customers to discuss bypass pumping of services or making alternative arrangements with the customer for service outages. No matter what arrangement is made, the Contractor must cooperate with the Engineer to provide the City of Tempe documentation that all affected users have been contacted and arrangements made for continuous service or alternate accommodations. This documentation must be submitted prior to the start of work on the section of sewer line affected.

The Contractor shall cooperate fully in providing the Engineer advance notice and details pertaining to work schedule and individual service arrangements. The Contractor shall notify the Engineer and the City of Tempe of any planned service interruptions at least two weeks prior to the event. The Contractor shall perform notification of the work to the public. At a minimum, the first notification to the affected property or business shall be a minimum of 5 days before the interruption of service. Much greater advance notice may be required if an alternate to pumping the customer's service is proposed by the Contractor. The second notification shall be 24 hours prior to the interruption of service. Notification shall be made door to door with printed handouts or door hangers. The information provided shall include, at a minimum, the reason for the interruption, the time period of the interruption, and a local 24-hour telephone hotline number for project information.

Contractor shall provide all labor, materials, and supervision to temporarily bypass flow around the Contractor's work in accordance with the specific needs of the project and the method of construction being utilized. Dewatering of pipelines to be cleaned, disinfected and abandoned are also included. The cost for all materials, workmanship, traffic control, driveway access provisions, pumps, conduits and all other items associated with the diversion of sewage flow and dewatering shall be paid for under the bid item "Bypass Pumping".

The actual design of the bypass arrangement shall be prepared by the Contractor, and shall be submitted to the Engineer to determine conformance to project objectives. Means and methods of accomplishing the bypassing shall be the responsibility of the Contractor.

The Contractor shall have the entire bypassing system in place and successfully pressure tested at 1.5 times the maximum operating pressure of the system before bypassing any sewage.

The Contractor shall notify the Engineer 48 hours prior to shutting down or bypassing the pipeline. The bypassed flow shall be continuously monitored.

It is the Contractor's responsibility to arrange all necessary access and temporary construction agreements with all affected parties for the location of the bypass pumping system.

Contractor is responsible for immediate and proper cleanup and notification of appropriate regulatory authorities should any spill occur, regardless of amount.

The Contractor shall take any and all precautions necessary to prevent backups and overflows on private property from blocked laterals during all sewer rehabilitation work. Special arrangements or supplemental bypasses may be required for some property owners.

The Contractor shall maintain public and private access along project routes. Bypass lines shall be protected from damage due to traffic and shall not impede pedestrian or vehicular traffic routes unless otherwise allowed by approved traffic control plans. Bypass lines shall be buried at street crossings and business entrances unless otherwise approved by the Engineer. Temporary steel plating with milled edges may be used with approval for buried lines. Ramps protecting bypass lines shall be a minimum level of protection at accesses to private residences unless otherwise approved by the Engineer.

The Contractor shall utilize staff and/or a subcontractor that has been directly responsible for completion of a gravity sewer installation project that required the bypass pumping of the sewage flows that exist in these pipelines.

The Contractor shall inspect the entire bypass pumping system for leaks or spills on an hourly basis. The Contractor shall also create an inspection log and shall enter the time of inspection and the condition of the piping and the name of the inspector into the log for review by the Engineer.

2.1 SUBMITTALS

At the Preconstruction Conference, the Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in

sewer bypassing for approval by the Engineer. The submittal shall include the following information.

1. Drawings indicating the scheme and location of temporary sewer plugs and bypass discharge lines. The drawings shall also show the method and location for discharging the bypass lines.
2. Capacities of pumps, prime movers, and standby equipment.
3. Design calculations proving adequacy of the system and selected equipment
4. Standby power source.
5. Staffing plan.

2.2 JOB CONDITIONS

Estimated flow data for various sewers within the project may be available through the City of Tempe, but is not guaranteed for accuracy. Flow data for the service laterals is not available. The Contractor shall determine the flow in the service laterals.

In areas where flows are bypassed, all bypass flows shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted.

The bypassing system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. The bypass system will have an attendant around the clock whose only duty is to maintain the bypass pumping system until the bypassing of that specific pipeline is no longer required.

Sanitary sewers to be bypassed may have service lines connected to adjacent users. The known service lines have been shown on the construction drawings; however, the Contractor shall verify the locations of these lines and any other service lines not shown on the drawings.

2.3 MATERIALS

The Contractor shall provide temporary pumps, conduits, and other equipment to bypass sewer flow around the Contractor's work area as required by the rehabilitation method, and during CCTV inspection and cleaning activities. The Contractor shall furnish all necessary labor and supervision to set up and operate the pumping and bypass system. Critical grade sound attenuated pumps shall be provided for the bypass pumping. The sound attenuated pumps shall maintain noise levels at 70 decibels or less, measured at a distance of 50 feet from the operating pump. Sound measurements shall be made in accordance with American National Standard S.13-1971. Pumps and bypass lines shall be of adequate capacity and size to handle the required capacity.

The Contractor shall maintain on site, sufficient equipment and materials to ensure continuous and successful operation of the bypass and dewatering systems. The Contractor shall have standby pumps on site for a minimum 50% redundancy of the bypass system design flow and 100% of the largest pump. The standby pumps shall be installed and fully operational at all times including all pumps, equipment and piping being in-place. Standby pumps shall be fueled and operational at all times. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts of system hardware to ensure immediate repair or modification of any part of the system as necessary.

All pumps, generators, and other equipment shall be placed on a new plastic tarp to protect against gasoline, oil, and hydraulic fluid spills.

Prior to construction, the Contractor shall perform a thorough preconstruction CCTV inspection of the pipe. The CCTV inspection is to be used for the purpose of locating all existing defects, existing sewer pipe grade sags within the project limits, service lateral locations, and other appurtenances associated with a fully functional sewer system. The Contractor shall submit a DVD copy of the CCTV inspection to the City prior to beginning the work. The CCTV inspection is to be performed during low flow periods or in-the-dry during periods of bypass pumping.

2.4 ESTIMATED FLOWS AND SEWER CAPACITY

Current estimated Peak Flow for the existing 12-inch diameter sanitary sewer line in Scottsdale Road is 1.5 mgd. This is estimated flow data and its accuracy is not guaranteed. Use of this flow data in no way relieves the Contractor from his responsibilities for design, construction and operation of an adequately and properly functioning bypass system for each project. Any additional monitoring or gathering of flow data to properly size the bypass system is the responsibility of the Contractor. The Contractor shall include considerations for increased flows due to rainfall events, fluctuations of peak flows due to holidays, civic events, etc., equipment failure risks, etc., and provide adequate reserve capacity and redundancy to maintain sewer flows within the sewer pipe upstream and downstream of the bypass.

3.0 PIPE BURSTING SEWER REPLACEMENT

3.1 DESCRIPTION

Installation of the new 15-inch minimum inner diameter (ID) 18-inch outer diameter OD gravity sewer shall be by the pneumatic tool pipe bursting method.

The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all access pit excavations, equipment setup, pipe placement, jointing, access pit excavation bedding, backfill, grading, paving, pavement striping, and disposal of excess and unsalvageable materials to complete the work

CITY OF TEMPE
PROJECT NO. 3209391

as shown on the Contract Drawings and specified herein. All work shall be in accordance with the current MAG Specifications and COT supplements to MAG and as specified herein.

The pipe bursting tool shall be designed and manufactured to pneumatically force its way through existing pipe materials by fragmenting the pipe and compressing the old sections into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline.

Air compressors used to drive the pneumatic tool shall be oversized as required to supply a minimum of 150% of the required capacity air volume, air flow, and air pressure required to successfully drive the pneumatic tool. At least one additional redundant air compressor of equal capacity shall be on standby for the work.

The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the new pipe insertion. The pipe bursting tool shall be remotely controlled.

The bursting action of the tool shall increase the external dimensions sufficiently, causing breakage of the existing pipe and at the same time expanding the surrounding ground sufficiently to pull in the new pipe.

Except at pipe STA 31+01 to 31+08, sags in the new HDPE gravity sewer installation are not permitted. Unless noted otherwise on the plans, all existing sags are to be removed and replaced with new gravity sewer pipe free from sags and defects. The Contract plans and specifications identify all known sag and defect locations and indicate where pipe is to be installed by open cut method as required for removal of sags. The Contractor shall video the existing sewer prior to construction and verify that all defects and sags are identified on the plans and that the sags and defects will be removed with the work. It will be the Contractor's responsibility to locate and identify all existing sag locations or other defects which could impact successful pipe bursting installation. Existing sags or defects not already show on the plans shall be brought to the City's attention prior to construction. Sags are to be discovered and located by the Contractor using whatever means necessary including preconstruction CCTV, laser level, lamping, etc.

Where indicated on the plans and as determined necessary by the preconstruction CCTV inspection, existing sections of pipe are to be removed and replaced by open cut method. Where pipe is removed and repaired by open cut, the bedding, backfill, and compaction of the new pipe shall be placed as required to ensure that settlement and sagging does not occur.

Bedding, backfill, and compaction of new manholes and new pipe at service locations and insertion pits shall be placed as required to ensure that settlement and sagging does not occur.

CITY OF TEMPE
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After installation of the new pipe, the Contractor shall CCTV the new installation. Any sags (except sag at pipe STA 31+01 to 31+08) or defects identified in the post construction CCTV inspection shall be removed and replaced with new pipe at no cost to the City.

The Contractor shall locate all utilities prior to commencement of pipe bursting activities. The minimum clearance of adjacent shall be two feet minimum. The Contractor shall expose all interfering and crossing utilities by spot excavating at the intersection of the pipe and removing the soil from around the utility. There will be no separate measurement or payment for this work. If existing utilities are found to be within 2 feet of the sewer, then cease work and notify the engineer immediately for further instructions.

A Geotechnical Report has been completed for the project site. The Contractor shall review the report for guidance but shall not hold the City or Engineer responsible for the material contained therein. Rather the Contractor shall verify the information in the field and shall perform any additional investigation it feels is necessary. There will be no separate measurement or payment for this work.

The Contractor is solely responsible for the costs associated with repairing any surface heaving damage to existing improvements.

The Contractor shall restore all lateral, launching pits and associated surface areas to their original condition. Prior to backfilling lateral and launching pits the Contractor shall ensure that the new pipe is properly supported and on the required grade and inspected by engineer. The insertion and receiving pits shall be backfilled in accordance with the pipe backfill requirements.

The Contractor shall perform an internal CCTV inspection of the new pipeline after the existing sewer pipe is completely replaced. The finished video shall be continuous over the entire length of new sewer pipe from manhole to manhole. The newly installed pipe shall be visibly free of defects, which may affect the integrity or strength of the pipe. If in the opinion of the Engineer, such defects exist the pipe shall be repaired or replaced at the Contractor's expense.

The Contractor shall perform a low pressure air test in accordance with Section 615.11.A of the MAG Standard Specifications.

3.2 QUALIFICATIONS

The Contractor must be able to show successful pipe bursting installation of at least 10,000 LF of minimum 18-inch OD HDPE, and successful pipe bursting installation of at least 10,000 LF of upsize from 12-inch inner diameter to 18-inch outer diameter pipe or similar upsize.

The Contractor shall be trained by the manufacturer of the pipe bursting equipment in the use of the pipe bursting equipment. The Contractor shall provide certification

from the manufacturer that the Contractor has been trained and is proficient in the use of the equipment. Only the Contractor employees trained and certified by the manufacturer shall be allowed to operate the equipment during the project.

The Contractor shall be trained by the manufacturer of the polyethylene pipe butt-fusion equipment in the use of the fusion equipment. The Contractor shall provide certification from the manufacturer that the Contractor has been trained and is proficient in the use of the equipment. Only the Contractor employees trained and certified by the manufacturer shall be allowed to operate the equipment during the project.

The Contractor's on-site superintendent must be able to show successful pipe bursting installation of at least 10,000 LF of minimum 12-inch OD HDPE.

3.3 DEFLECTION TESTING

An initial test for vertical deflection of the new 18-inch OD sewer pipe shall be completed no less than 30 days after trench backfill and compaction have been completed. No diameter of the installed pipe shall exceed a tolerance of more than 5 percent.

Testing shall be conducted from the new upstream manhole to the existing downstream manhole, encompassing all the newly installed HDPE pipe after the line has been thoroughly flushed with water. If testing reveals an overdeflected pipe, it shall be uncovered and, if not damaged from overdeflection or from excavation activities, the pipe may be corrected and reinstalled. If the pipe requires repair, the Contractor shall submit the proposed repair to the Engineer for approval at least three working days before making the repair. The Contractor shall also provide prior to performing the repair, a Manufacturer's Certificate of Compliance stating that the overdeflected pipe as repaired shall acceptably perform as required by the Specifications. If no repair is recommended, the Contractor shall state that the pipe requires no repair including the reason why the pipe requires no repair, and shall also provide a Manufacturer's Certificate of Compliance stating that the pipe without repair shall acceptably perform as required by the Specifications. Any pipe damaged beyond reasonable repair, due to overdeflection or from any other cause, shall be uncovered and removed from the project site and replaced with a new pipe at no cost to the City. Replacement shall be with materials of equal or better quality as approved by the engineer. After repair / replacement another 30 day test shall be performed.

3.4 SUBMITTALS

The Contractor shall submit the following documents for approval, prior to the start of the work:

1. Project schedule.

2. Traffic control plans.
3. Safety plan in conformance with the Contract Documents and OSHA regulations, including Emergency Contacts and 24 hour telephone numbers.
4. Detailed construction procedures, and layout plans to include sequence of construction.
5. Locations, sizes and construction methods for the launching and receiving pits.
6. Detailed procedures for the installation and bedding of pipe in launching and receiving pits.
7. A complete list of all equipment to be used for pipe bursting activities, including service logs.
8. The qualifications of the pipe bursting Superintendent and crew, including certification documents.
9. CCTV inspection logs and videos and Inclinometer Test inspections logs.
10. Proposed use of lubricant and lubricant specifications.
11. Locations, sizes and construction methods for the service reconnection pits.
12. Methods of construction, reconnection and restoration of existing service laterals.
13. The methods of modification, if required, for existing structures.
14. Description of method to remove and dispose of the host pipe, if required.
15. Plans to maintain service, if required, including methods and list of equipment to be utilized.
16. Contingency plans for the following potential conditions:
 - a) Unforeseen obstruction(s) causing burst stoppage, such as unanticipated change(s) in host pipe material, repair section(s), concrete encasement(s) or cradle(s), buried or abandoned manhole(s) or changes in direction not depicted on maps provided by the Contracting Authority.
 - b) Substantial surface heave occurring due to depth of the existing pipe vs. the amount of upsizing.
 - c) Damage to existing service connections and replacement pipeline's structural integrity and methods of repair.
 - d) Damage to other existing utilities.
 - e) Loss of and return to line and grade.
 - f) Soil heaving or settlement.

The Engineer shall review all submittals in a timely manner. Approval of submittals will be made based on these Specifications, the Standard Specifications of the Contracting Authority, MAG Standard Specifications, and the Contract Documents. Any submittal deemed un-approvable, will be promptly returned to the Contractor for revision and re-submittal.

No work shall be performed on the project until all required documents have been submitted and approved unless specific written permission is given by the Engineer.

Quality Assurance; The Contractor is solely responsible for maintaining the quality assurance of his work during the length of the project. The contractor is responsible for any costs associated with corrective measures required to replace or repair items not meeting the quality standards specified by the City.

3.5 ACCESS PIT LENGTHS AND LOCATIONS

Access pit lengths and widths shall be determined by the Contractor. The proposed lengths and widths shall be submitted to the Engineer for review and approval prior to the start of construction. Access pit locations shall be as indicated on the plans.

3.6 RE-ESTABLISH SEWER LATERAL

This work includes identification and location of all existing sewer service laterals using CCTV prior to construction and replacement and reconnection of such laterals from the edge of the existing easement to the mainline sewer pipe after the new pipe is installed. Also included in this item are any incidental items of work associated with replacement and re-establishment of the sewer laterals. All work shall be completed in accordance with MAG Standard Specification Section 615 and as modified herein.

The type of pipe material used for replacement and re-establishment of sewer laterals shall be approved by the City prior to installation.

All work associated with re-establishment of existing sewer laterals shall be coordinated with the affected businesses.

All sewer service laterals shall be verified and located using closed circuit television (CCTV).

Any damage to existing sewer service laterals resulting from pipe bursting operations shall be replaced or repaired prior to reconnection of the lateral. The Contractor and Engineer shall agree as to the limits of replacement or repair prior to reconnection of the lateral.

Upon completion of the insertion of the new mainline pipe, the Contractor shall expedite the reconnection of services so as to minimize any inconvenience to the customers.

The Contractor shall determine the type of existing lateral pipe material and shall provide the necessary fittings for connection to the existing lateral pipe at the easement line.

Sewer service connections to the new pipe shall be made using electrofusion or conventional fusion saddles, or a compression-fit service connection specifically designed for connection to the sewer main being installed. The selected method of reconnection of sewer service laterals shall be installed in accordance with

manufacturer's recommendations and as approved by the City.

3.7 CONNECT NEW PIPE TO MANHOLE

This work includes connection of new HDPE pipe to the existing downstream manhole and the new upstream manhole. Work shall include anchoring of the new pipe in the manhole using an electrofusion coupling and all incidental work associated with the connection. Work shall be completed in accordance with the plans and these specifications.

Once the new HDPE pipe is installed into the manhole, it shall be allowed the manufacturer's recommended amount of time, but not less than four hours for cooling and relaxation due to tensile stresses resulting from pipe installation. A minimum of four inches of new pipe shall be allowed to protrude into the existing manhole. Restraint of the pipe end shall be achieved using electrofusion couplings. The couplings shall be slipped over the pipe ends against the manhole wall and fused into place. Fusion of the couplings shall be in accordance with the manufacturer's recommended procedures.

Following the cooling and relaxation period, the annular space around the pipe may be sealed using cement mortar in accordance with MAG Standard Specifications Section 776.

4.0 HIGH DENSITY POLYETHYLENE SANITARY SEWER PIPE

This work includes installation of 15-inch minimum ID 18-inch OD SDR17 high density polyethylene (HDPE) sewer pipe using pipe bursting methods as shown in the project plans and in accordance with Sections 601, 615 and 738 of the MAG Standard Specifications and as modified and/or specified herein.

All 18-inch OD sanitary sewer pipe and fittings shall be high density polyethylene (HDPE) and shall meet the applicable requirements of ASTM F714, ASTM D1248 and ASTM D3350. All pipe shall be made of virgin material. No rework except that obtained from the manufacturer's own production of the same formulation shall be used. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters or other deleterious faults.

The HDPE shall have a minimum wall thickness of SDR 17. The HDPE pipe shall have an 18-inch outer diameter.

The Contractor shall transport, handle and store pipe and fittings as recommended by the manufacturer. Any damage to new pipe and fittings prior to or during installation shall be repaired as recommended by the manufacturer or replaced as required by the Engineer at the Contractor's expense.

Bedding and backfill of pipe in open cut areas including the access pits shall be in

accordance with the MAG Standard Specification Sections 601 and 615 except as modified in the following paragraphs.

HDPE pipe installed in open cut areas shall be supported on a minimum of 4 inches of graded granular bedding material such as sand or gravel or crushed rock with a particle size of 3/4-inch or less. Pipe zone or bedding trench backfill shall include from the bedding to a minimum of one foot over the top of the pipe. Material within this zone shall be moisture-conditioned to within two percent of its laboratory optimum and mechanically compacted to a relative compaction of 95 percent as evaluated by ASTM D 698-00. Lift thickness for backfill should generally be placed in lifts not exceeding eight inches in loose thickness.

Backfill between the pipe zone and up to two feet below the ground surface shall be moisture-conditioned to within two percent of its laboratory optimum and mechanically compacted to a relative compaction of 95 percent as evaluated by ASTM D 698-00. Lift thickness for backfill should generally be placed in lifts not exceeding eight inches in loose thickness.

The upper two foot zone should also be moisture conditioned to generally near its laboratory optimum, however, in this zone the material shall be mechanically compacted to a relative compaction of 98 percent as evaluated by ASTM D 698-00.

The HDPE pipe shall be assembled and joined at the project site using the butt-fusion method by personnel certified as a fusion technician by a manufacturer of HDPE pipe and/or fusing equipment. All equipment and procedures used shall be in compliance with the manufacturer's recommendations.

The butt-fused joint shall be true alignment and shall have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe. All joints shall be subject to acceptance by the Engineer prior to insertion.

The Contractor shall cut out and replace defective joints at no additional cost to the City. Any section of the pipe with a gash, blister, abrasion, nick, scar or other deleterious fault greater in depth than ten percent of the wall thickness shall not be used and must be removed from the site.