CITY OF TEMPE, ARIZONA
ENGINEERING AND TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION

CONTRACT DOCUMENTS

FOR

PAVEMENT PRESERVATION – RURAL ROAD -
BELL DE MAR DRIVE TO RAY ROAD (SOUTH CITY LIMIT)
PROJECT NO. 5499741W

APPROVED BY:

____________________________
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2019
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1. **INTRODUCTION**

THIS INVITATION FOR BIDS is hereby offered by the City of Tempe, an Arizona municipal corporation ("City"), for Pavement Preservation – Rural Road - Bell de Mar Drive to Ray Road (South City Limit), as set forth herein, and shall be identified as Project No. 5499741W.

1.1. **OVERVIEW OF PROJECT**

Work for this project seeks to extend the useful life of the street corridors with a Hot-In-Place Recycled method and a polymer modified rubberized asphalt concrete (PMARAC) pavement; replacing damaged concrete items including sidewalks, curbs, gutters and upgrading sidewalk ramps to Americans with Disabilities Act (ADA) standards; adjusting and upgrading drainage structures; restoration of existing pavement markings; and other features impacted by the limits of this project along Rural Road.

1.2. **EXAMINATION OF PREMISES, SPECIFICATIONS, AND CONTRACT**

Bidder 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.

Bidder shall also thoroughly examine and be familiar with the specifications, plans, and the Contract documents. Failure of Bidder 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, Bidder agrees that it has examined the site, specifications, plans, 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 the Notice to Proceed date and shall be completed within one hundred fifty-five (155) calendar days following the Notice to Proceed date.

2. **SCOPE OF WORK**

The proposed work will consist of **SEVERAL PAVEMENT PRESERVATION METHODS WILL BE USED INCLUDING HOT-IN-PLACE RECYCLING, MILL AND REPLACEMENT WITH POLYMER RUBBERIZED ASPHALT CONCRETE PAVEMENT AND MICROSEALING. CONCRETE REPAIRS WILL INCLUDE RECONSTRUCTION OF SIDEWALKS, CURBS AND VALLEY GUTTERS; ADA RAMPS WILL BE UPGRADED TO STANDARD; DRAINAGE STRUCTURE IMPROVEMENTS WILL INCLUDE MANHOLE ADJUSTMENTS AND RECONSTRUCTION OF CATCH BASINS; EXISTING PAVEMENT MARKINGS WILL BE RESTORED,** together with associated work.

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 Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction – latest edition (“MAG Specifications”) and the City of Tempe Supplement to the MAG Uniform Standard Details and Specifications for Public Works Construction – 2014 (“City of Tempe Supplement”), except as modified in the Contract.

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

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 project 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 and approved by City 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 in order to perform adequate supervision and coordination of the work. No substitution of the superintendent will be permitted without prior written request by the Contractor and written consent of City.

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. He or she 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 their 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 their assigned inspector may be present on the site 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 that is ready for occupancy and use for its intended purpose as certified by City and 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 Contract completion date established by reference to the Notice to Proceed date 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 as a number of calendar days after the Notice to Proceed date.

If time extensions are issued by City, the 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 Community Development Department and Engineering and Transportation 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 record drawings by the architect/engineer. Final payment will not be issued until all record drawings are submitted by Contractor, and are certified to be complete by the architect/engineer of record.

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

In time for each to serve its proper purpose and function, Contractor shall submit to City construction project manager such schedules, reports (including daily construction reports and progress meeting notes), drawings, lists, literature samples, instructions, 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 as one (1) hard copy and one (1) legible electronic PDF document 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 or unsuitable material and certifying that it has obtained the property owner’s permission for the disposal of all surplus material.

2.16. **MISCELLANEOUS REMOVAL AND RELOCATIONS**

Miscellaneous removals and relocations shall be performed by the Contractor, and is 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 of every nature and description such as pipes, concrete, asphalt, block, brick, rock, and metal, including temporary removal and reinstallation, unless such items are specifically designated in a separate bid item. In addition, certain items requiring temporary removal and reinstallation such as mail box stands, sign posts, survey monument frames and covers, shall be included in this category.

2.17. **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.

2.18. **SURVEY CONTROL POINTS**

Existing survey monuments shall be protected by Contractor or removed and replaced under the direct supervision of City of Tempe Engineering Division Land Services Section.

One week prior to construction, Contractor shall notify City of Tempe Engineering Division Land Services Section of any survey monuments that need to be relocated. Any monuments damaged or lost due to the Contractor’s negligence and/or lack of notification to City of Tempe Engineering Division Land Services Section 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.

2.19. **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.

2.19.1. 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.

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

2.20. **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.

2.21. **MISCELLANEOUS WORK AND ALLOWANCES**

Unless otherwise specified in the Contract, 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.

2.21.1. 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.

2.21.2. Cleanup, including day-to-day cleanup.

2.21.3. Notification to residents adjacent to this project prior to the start of work on construction that may affect them.

2.21.4. Water required for compaction or dust control.

2.21.5. Miscellaneous removals and relocations not otherwise specified in the Technical Specifications.

2.21.6. Power pole bracing.

2.21.7. Removal of trees twelve inches (12") or less in diameter.

2.21.8. Removal, relocation, and/or modification of existing walls and fences.

2.21.9. Trimming of trees and bushes.

2.21.10. Replacement of plant material and repair of irrigation equipment to meet or exceed conditions existing prior to Contractor beginning work.
2.22. **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. The final costs for additional work shall also include all charges associated with extended general conditions or Contract acceleration. Pay requests for extra work performed shall be submitted with the next billing cycle and shall not exceed thirty (30) days from the date extra work was performed.

2.23. **ADDITIONAL SERVICES**

Additional services that 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. **PAYMENT BOND; PERFORMANCE BOND**

A payment bond and a performance bond, each in an amount equal to the full contract amount, will be required of the Contractor immediately after notice of Contract award, and before final Contract execution. Each bond shall be in accordance with Arizona Revised Statutes (A.R.S.) § 34-201, et seq., as amended from time to time.

Arizona law provides that the bonds shall be executed solely by a bonding company, liability insurance carrier, or excess insurance carrier that holds a certificate of authority to transact surety business in Arizona, issued by the director of the department of insurance pursuant to A.R.S. title 20, chapter 2, article 1, as amended from time to time. Additionally, the City requires that the bonding company, liability insurance carrier, or excess insurance carrier have a Financial Strength Rating of A- or better and a Financial Size Category of VII or higher, as listed in the most recent “Best’s Key Rating Guide - Property/Casualty,” published by A.M. Best Company. An individual surety or sureties shall not execute either bond, even if the requirements of A.R.S. § 7-101 are satisfied.
3.2. **INSURANCE**

Certificates of Insurance verifying insurance coverage that meets the following minimum requirements will be required of the Contractor immediately after notice of Contract award, and before final Contract execution.

Arizona law provides that the insurer must hold a certificate of authority to transact insurance 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. Additionally, the City requires that the insurance company have a Financial Strength Rating of A- or better and a Financial Size Category of VII or higher, as listed in the most recent “Best’s Key Rating Guide – Property/Casualty,” published by A.M. Best Company. This requirement does not apply to the Workers’ Compensation / Employer’s Liability portion of the Certificate of Insurance.

3.2.1. Contractor shall maintain limits no less than:

a. **Commercial General Liability:** $2,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), premises/operations, underground explosion and collapse hazard, personal injury, broad form property damage, products and completed operations, independent contractors and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

b. **Automobile Liability:** $1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.

c. **Excess Liability (umbrella form):** As required.

d. **Workers’ Compensation and Employer’s Liability:** Workers’ Compensation and Employer’s 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.
3.2.2. **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.

3.2.3. **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 Employer’s 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 Engineering and Transportation Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Engineering and Transportation 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 Engineering and Transportation Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Engineering and Transportation 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 Engineering and Transportation 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.

### 3.2.4. Other Insurance Requirements

Contractor shall:

a. Immediately after notice of Contract award, and before final Contract execution, 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 $2,000,000 combined single limit coverage for General Liability. Prior to execution of the Contract, Contractor shall furnish City with a Certificate of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall identify the project and shall provide for not less than thirty (30) days’ advance written notice to City, by certified mail, of cancellation or termination. Any cancellation clause shall not include the phrases “endeavor to” or “but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.” City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed waiver of City’s right to insist on, strict fulfillment of Contractor’s obligations under this Contract.

b. Provide certified copies of endorsements and policies if requested by City in addition to certificates of insurance.
c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

d. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this Contract effective on the date of such lapse of insurance.

3.2.5. **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.

3.3. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its officers, and its employees, from liabilities, damages, losses, and costs, including reasonable attorney fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor, its subcontractors, design professionals, or other persons employed or used by Contractor in the performance of the contract or subcontract. Nothing in this section shall prohibit the requirement of insurance coverage that complies with this section, including the designation of any person as an additional insured on a general liability insurance policy or as a designated insured on an automobile liability policy. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4. **PAYMENT**

City shall make payment to Contractor pursuant to A.R.S. § 34-221 and MAG Specifications 109.

3.4.1. **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.
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.

3.4.2. Payment Requests

Payment requests shall be submitted by Contractor on the standard City construction pay request form at www.tempe.gov/engineeringpayrequest. Requests shall be made in hard-copy only to the Engineering Division office and shall include all supporting documentation for work performed during the payment period. Pay requests submitted with insufficient documentation to verify work effort and quantities will be returned to Contractor for revision. Revised payment requests shall be re-submitted to City in hard-copy only to the Engineering Division office.

Contractor shall submit its first request for payment no later than 40 calendar days from the Notice to Proceed date. All subsequent requests for payment shall be made on a monthly basis and no later than every 30 calendar days.

3.5. 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 the subsection of Special Terms and Conditions titled 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).

3.6. **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.
3.7. **SUBLETTING OF CONTRACT**

In accordance with MAG Specifications Section 108, 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 pipeline construction, roadway construction, or roadway maintenance.

3.8. **LICENSES**

The low bidder and all subcontractors must carry the appropriate State of Arizona contractor’s license(s) for the proposed work prior to award of the Contract. Should the lowest responsive bidder not be able to obtain the required license(s), the project may be awarded to the next lowest responsive bidder who has the required license(s).

3.9. **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 Air Quality Department permit as required under Rule 200 of the Maricopa County Air Pollution Control Rules and Regulations. 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 Air Quality Department at 602-506-6010 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.

3.10. **LANDSCAPING AND IRRIGATION REQUIREMENTS**

As applicable, Contractor shall be required to construct the landscape and irrigation improvements in accordance with the requirements of MAG Specifications Sections 430, 440, and 795, and the City of Tempe Public Works Department Standard Landscape and Irrigation Details and Specifications, latest edition (available online at https://www.tempe.gov/government/public-works/engineering/standards-details.)
In addition, the landscape plant establishment and maintenance period will be ninety (90) days.

3.11. **SPECIFIC PRODUCTS OR BRANDS**

In accordance with MAG Specification 106.4, specific brands and/or models of equipment, materials, or patented processes listed in the plans, specifications, 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.

3.12. **ENVIRONMENTAL REQUIREMENTS**

3.12.1. 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.

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.

3.12.3. 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 unless otherwise directed by the City of Tempe Solid Waste Supervisor. If you should have any questions concerning any of the requirements or charges, please contact the Solid Waste 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. When archaeological features are encountered or unearthed, Contractor shall promptly report to the Director of the Arizona State Museum and to City. 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 National Pollutant Discharge Elimination System (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.

3.13. SAFETY REQUIREMENTS

Contractor shall comply with all applicable federal, state, and 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.C. § 651 et seq.), and all rules, regulations, and orders adopted pursuant thereto.

3.14. TRAFFIC CONTROL

3.14.1. 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 effect 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 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.
3.14.2. **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, unless otherwise specified in the bid.

3.15. **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.

In accordance with MAG Specifications Section 105, Contractor shall respond within twenty-four (24) hours 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.

3.16. **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 for 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.

3.17. **BLUE STAKE & CALL BEFORE YOU DIG**

Contractor is required to use Arizona Blue Stake, Inc., at 602-263-1100, to comply with the statutory requirements in A.R.S. title 40, chapter 2, article 6.3 (Underground Facilities); A.R.S. § 40-360.21, *et seq.*, as amended from time to time.

Where railroad property may be impacted, Contractor must also notify and secure a current Call Before You Dig (CBUD) Ticket at 1-800-336-9193 from Union Pacific Railroad’s Response Management Communications Center (RMCC), wait for the site to be marked, respect all markings, and dig with care.

3.18. **PROTECTION OF EXISTING FACILITIES**

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

3.19. **UNDERGROUND UTILITIES**

Underground utilities indicated on the plans are in accordance with maps furnished by City and by each utility company. The locations are approximate and require verification prior to construction, as mandated by the City of Tempe Utility Permit and Construction Manual, latest edition, available at http://www.tempe.gov/engineering.

3.20. **RELOCATION OF UTILITIES**

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

3.21. **NOTIFICATION OF PROPERTY OWNERS**

Contractor shall notify all property owners who may be affected by the proposed construction activities of the scope and duration of the construction activities at least forty-eight (48) hours in advance of the start of any work or construction.
3.22. **ACCESS**

Contractor shall maintain public access to businesses adjacent to 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.

3.23. **UTILITY AND PUBLIC AGENCY CONSTRUCTION CLEARANCE AGREEMENT**

Utilities and other public agencies may require all contractors, if working on their facilities, to sign a standard form “Construction Clearance Agreement,” or other form of agreement, prior to issuance of a license. Contractor shall execute the Construction Clearance Agreement with the utility or public agency, if required, and furnish a copy to City prior to proceeding with any construction on utility or public agency 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.

3.24. **GOVERNMENT APPROVALS AND PERMITS**

3.24.1. Unless otherwise provided, Contractor shall obtain all necessary permits, approvals, and licenses required for the commencement 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.

3.24.2. 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.

3.24.3. 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.
3.24.4. 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.

3.25. KEY CONTACTS

Arizona 811 602-263-1100
Call Before You Dig (UPRR) 800-336-9193

3.26. 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 shall 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 shall subject the Contract to termination by the City, in addition to other legal remedies.
3.27. **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. Information on any complaint shall be reported to the Project Manager promptly, but in no event more than forty-eight (48) hours of receipt of complaint.

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, Engineering and Transportation Department, Engineering Office, City Hall West Garden Level, 31 East Fifth Street, Tempe, Arizona 85281, until 9:00 a.m. (Arizona time) May 15, 2019. 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 Engineering and Transportation 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: PAVEMENT PRESERVATION – RURAL ROAD - BELL DE MAR DRIVE TO RAY ROAD (SOUTH CITY LIMIT)**

**PROJECT NO. 5499741W**

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 “ENGINEERING BID OPENING.” Please allow sufficient time for delivery.

Please see the BIDDER’S CHECK SHEET in the Exhibits section of this Invitation for Bid.

Each bid shall be accompanied by a bid guarantee for ten percent (10%) of the amount of the bid. See the subsection of Instructions to Bidders titled Bid Security.

Each bid also shall be accompanied, in a separate envelope, by the bidder’s current loss history information from all of the bidder’s insurance carriers. The information specific to workers’ compensation insurance carriers must include a three-year (3-year) history of the bidder’s Experience Modification Factor (EMOD) and its loss ratio.

In addition, each bidder is required to submit an affidavit certifying that its 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.

Technical Specifications are available for download from the City of Tempe Engineering Division at www.tempe.gov/engprojectsbidding. 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.

When it is in the best interests of the City of Tempe, the City may cancel this solicitation, or may reject any and all bids in whole or in part, or may waive any informalities in the bids received.

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

During the bidding process, any questions shall be submitted to Wendy Springborn, Engineering Services Manager, at wendy_springborn@tempe.gov no later than 5:00 p.m., May 2, 2019. Any questions submitted after this deadline will not be considered.

Anyone wishing to receive future notices through automatic notification by email can register their company name and email address at www.tempe.gov/government/services/e-notification-signup (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. Contractor shall acknowledge receipt of all addenda on the Competitive Sealed Bid form.

4.3. BID SECURITY

Each bid shall be accompanied by a bid guarantee for ten percent (10%) of the amount of the bid, executed in accordance with the requirements of A.R.S. § 34-201, et seq., as amended from time to time. The bid guarantee shall be in the form of a certified check, cashier's check, or surety bond. If a surety bond is used, the 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. The surety bond shall not
be executed by an individual surety or sureties, even if the requirements of A.R.S. § 7-101 are satisfied. Additionally, the City requires that a bonding company, liability insurance carrier, or excess insurance carrier issuing a surety bond have a Financial Strength Rating of A- or better and a Financial Size Category of VII or higher, as listed in the most recent “Best’s Key Rating Guide – Property/Casualty,” published by A.M. Best Company.

Bid guarantees shall be returned to bidders whose bids are not accepted, and to the successful Contractor upon its execution of the Contract and delivery of a satisfactory performance bond, payment bond, and certificate of insurance.

4.4. BIDS

Bids shall be properly executed upon the Competitive Sealed Bid Forms attached and made a part of this Contract. Electronic signatures will not be accepted. 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 or electronic 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 (unincorporated business) who responds to this Invitation for Bids by signing the Competitive Sealed Bid Forms shall also sign a sworn Affidavit Demonstrating Lawful Presence in the United States (see Exhibits) 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. Each bid shall be accompanied, in a separate envelope, by the bidder’s current loss history information from all of the bidder’s insurance carriers. The information specific to workers’ compensation insurance carriers must include a three-year (3-year) history of the bidder’s Experience Modification Factor (EMOD) and its 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 its written health and safety program and any required employee training records or certificates.

4.7.2. **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.

It is the sole responsibility of the Contractor and any subcontractors to obtain a Letter of Good Standing from the Arizona Department of Revenue prior to Contract award. Go to [https://azdor.gov/Collections.aspx](https://azdor.gov/Collections.aspx) to obtain directions regarding how to submit for the Letter of Good Standing.

In the event a “denial” letter is received from the Arizona Department of Revenue, should any taxes owed by Contractor or any subcontractors not be remitted in full prior to Contract award along with the receipt of a Letter of Good Standing from Contractor and each subcontractor, the bid shall be considered non-responsive and rejected by the 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**

A bidder or contractor who believes they are aggrieved in connection with the City’s solicitation or award of a contract may file a protest with the Engineering Division procurement office, as set forth in Section 26A-21 of the Tempe City Code.

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.

This Contract shall be in full force and effect only when executed by the duly authorized City officials and the duly authorized agent of Contractor.

Contractor shall execute the Contract and all exhibits and attachments thereto, counterparts permitted, within ten (10) calendar days after being given formal notice of award of the Contract.

Contractor’s failure to execute this Contract and to file satisfactory contract bonds and insurance certificates as provided herein within ten (10) calendar days after being given formal notice of Contract award shall result in immediate cancellation of the award.

5.2. PLANS TO THE SUCCESSFUL BIDDER

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

5.3. ISSUANCE OF THE NOTICE TO PROCEED

Notwithstanding unforeseeable circumstances, the Notice to Proceed shall be issued by City within sixty (60) calendar 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 MAG Specifications 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 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 consequence 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.
6.7.2. **Employment Laws.** Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations, and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules, and regulations, including, but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the 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 that 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 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 6.7.2., the Requirements shall prevail.

6.7.5. **Boycott.** Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

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. **ANTIDISCRIMINATION**

Contractor shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Contractor shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance based upon criteria outlined on Page AD-1.

6.9. **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.

6.10. **DISPUTE RESOLUTION**

The parties may mutually agree to submit any dispute arising under this Contract to binding arbitration, conducted by a sole arbitrator mutually agreed upon by the parties, to hear and render a decision to resolve said dispute. The arbitration shall be held in Tempe, Arizona, subject to the laws of the State of Arizona. Each party shall bear its own costs and attorney's fees. A decision shall be made by the arbitrator within seven (7) calendar days of the arbitration hearing.
6.11. **SUCCESSORS AND ASSIGNS**

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

6.12. **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.

6.13. **SURVIVAL**

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

6.14. **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.

6.15. **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.

6.16. **TIME IS OF THE ESSENCE**

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

6.17. **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.
6.18. **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.

6.19. **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide City such 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.

6.20. **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.

6.21. **NOTICES TO CITY ENGINEER**

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

Pavement Preservation – Rural Road –
Bell de Mar Drive to Ray Road (South City Limit)
Marilyn DeRosa, City Engineer
City of Tempe Engineering Division
31 E. Fifth Street, Mail Stop 01-8
Tempe, Arizona 85281
480-350-8200
6.22. **NOTICES TO CONTRACTOR**

*(To be completed by successful bidder)*

Printed Name of Signatory  

Company Name: ________________________________________________ 

Address: ______________________________________________________ 

_____________________________________________________________ 

Phone: ___________________________ 

Email: ___________________________

6.23. **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 HERIN 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 HERIN. 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.

6.24. **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 conformance with provisions of this Contract except as expressly provided herein to the contrary.

6.25. **LABOR**

Contractor agrees and covenants to use only licensed contractors and subcontractor(s) in the making and/or installation of any and all repairs, alterations, improvements, or other work of Contractor on the Project. Contractor shall be liable to City for any losses and liabilities associated with any violation of this provision, and the Contract shall immediately be terminated upon any violation by Contractor.

6.26. **NON-APPROPRIATION OF FUNDS OR NON-FUNDING**

If the funds necessary for City’s performance under this Contract are not appropriated or are otherwise made unavailable to the City, City may provide written notice to Contractor and cancel this Contract without further obligation of City. The parties understand and agree that funding and appropriations are beyond the control of the City.

6.27. **PUBLIC RECORDS**

The City is a public entity subject to the provisions of the Arizona Public Records Law, A.R.S. § 39-121, et seq. ("Law"). Some or all of the information contained within the Contract and related documents constitutes a public record that the City may be required to disclose to other persons or entities. In the event of receipt of a public records request by the City, Contractor must provide verification that its document falls under the exception to the Law in order to contest disclosure of said document. In the event of Contractor contesting disclosure, said document shall be submitted to a court of competent jurisdiction for an in camera review and determination, at Contractor’s sole expense.
6.28. **COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument, and it shall not be necessary that any single counterpart bear the signature of all parties.

6.29. **RECORD RETENTION**

Contractor agrees to retain all records relating to the Contract pursuant to A.R.S. § 35-214, as amended from time to time. Contractor agrees to make those records available at all reasonable times for inspection and audit by City during the term of the Contract and for a period of five (5) years after the completion of the Contract. The records shall be provided at City Engineering and Transportation Department, Engineering Division, Tempe, Arizona, or another location designated by City upon reasonable notice to Contractor.

6.30. **DRUG-FREE WORKPLACE**

The Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and as a requirement for sellers/Contractors doing business with the City to ensure the safety and health of employees working on City license agreements, contracts, and/or projects. The Contractor agrees to require a drug-free workplace for all employees working under this Contract. Specifically, all employees of the Contractor who are performing work under this Contract shall be notified, in writing, by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace or work site. Any violation of this section constitutes a material breach of this Contract.
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 **BIDDER'S CHECK SHEET**
7.2 **COMPETITIVE SEALED BID FORMS**
7.3 **COMPETITIVE SEALED BID CERTIFICATION FORM**
7.4 **BIDDER'S PROJECT REFERENCES**
7.5 **ACKNOWLEDGEMENT REGARDING LETTER OF GOOD STANDING**
7.6 **CERTIFICATION BY THE CONTRACTOR AUTHORIZING EMPLOYEES TO SIGN BINDING AGREEMENTS**
7.7 **PERFORMANCE BOND FORM**
7.8 **PAYMENT BOND FORM**
7.9 **CONDITIONAL WAIVER AND RELEASE FOR CONTRACTOR'S PAYMENT AND SETTLEMENT OF CLAIMS**
7.10 **AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT 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**
7.14 **COMPLIANCE WITH TEMPE CITY CODE ON ANTIDISCRIMINATION**

[CONTRACT SIGNATURE PAGE FOLLOWS THIS LIST OF EXHIBITS]
CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, this Contract has been duly executed by the parties below and entered into this __27th__ day of __June__, 2019.

CITY OF TEMPE, an Arizona municipal corporation

By: _____________________________
Mark W. Mitchell, Mayor

By: _____________________________
Engineering and Transportation Director

ATTEST:

Carla Reece, City Clerk

Recommended By:

Judith R. Baumann, City Attorney

APPROVED AS TO FORM:

Deputy Engineering and Transportation Director/City Engineer

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:

Sunland Asphalt & Construction, Inc.

By: _____________________________
Signature

_______________________________
Printed Name

Its: _____________________________
Title

Tax ID No.

_______________________________

Witness [IF CONTRACTOR IS INDIVIDUAL]
This check sheet lists the items a bidder must include with its sealed bid.

10% Bid Guarantee (see Invitation for Bids section 4.3)

EMOD and Loss Ratio Information (see Invitation for Bids section 4.6.2)

Competitive Sealed Bid Forms (Confirm receipt of Addenda) B-1 to B-5

Competitive Sealed Bid Certification Form

Bidder’s Project References

Acknowledgement regarding Letter of Good Standing
(see Invitation for Bids section 4.7.2)

Bidder’s Affidavit Regarding Health Insurance

Bidder’s Affidavit Demonstrating Lawful Presence in the United States LP-1

NOTE: THE BIDDER IS SOLELY RESPONSIBLE FOR SUBMITTING WITH ITS BID ALL ITEMS REQUIRED BY THIS INVITATION FOR BID DOCUMENT. THIS CHECK SHEET IS PROVIDED SOLELY TO AID THE BIDDER IN PREPARING ITS BID SUBMITTAL AND SHALL NOT BE CONSTRUED AS IMPOSING RESPONSIBILITY ON THE PART OF THE CITY OF TEMPE.
COMPETITIVE SEALED BID FORMS

Place: Tempe, Arizona

Date: 5/15/2019

Mayor and City Council
City of Tempe
Tempe, Arizona 85281

In compliance with your Invitation for Bids and all conditions of the Contract, Sunland Asphalt & Construction, Inc., a corporation or limited liability corporation organized under the laws of the State of Arizona; a partnership consisting of N/A; or an individual trading as N/A, of the City of Tempe, and the County of Maricopa, hereby proposes and agrees to furnish any and all plans, materials, labor, construction equipment, service, and transportation (all applicable taxes included) of the PAVEMENT PRESERVATION – RURAL ROAD - BELL DE MAR DRIVE TO RAY ROAD (SOUTH CITY LIMIT), PROJECT NO. 5499741W, and to install the material therein for City in a good and workmanlike and substantial manner and to the satisfaction of City or its 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.

The undersigned understands that, when it is in the best interests of the City of Tempe, the City may cancel this solicitation, or may reject any and all bids in whole or in part, or may waive any informalities in the bids received.

Contractor’s performance shall not start until after receiving the Notice to Proceed, and the work will be completed within one hundred fifty-five (155) consecutive calendar days after the Notice to Proceed date.

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

Matt Johnson

Printed Name

Its: Vice President

Title

111922-A

Contractor’s License No.

86-0455988

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

For: Sunland Asphalt & Construction, Inc.

Company Name

Address: 775 W. Elwood St.

Phoenix, AZ 85041

Phone: (602) 323-2800

Email Address: mjohnson@sunlandasphalt.com
## City of Tempe

**Project No. 5499741W**  
Pavement Preservation - Rural Road - Bell de Mar Drive to Ray Road (South City Limit)

**SUNLAND ASPHALT & CONSTRUCTION, INC.**

### Base Bid

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<th>Item Name</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<td>Survey of Existing Water Valve and Manhole Locations</td>
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<tr>
<td>5</td>
<td>Sawcut and Remove Sidewalk &amp; Sidewalk Ramp</td>
<td>9355</td>
<td>SF</td>
<td>$3.00</td>
<td>$28,065.00</td>
</tr>
<tr>
<td>6</td>
<td>Sawcut and Remove Valley Gutter &amp; Apron</td>
<td>5300</td>
<td>SF</td>
<td>$3.90</td>
<td>$20,670.00</td>
</tr>
<tr>
<td>7</td>
<td>Sawcut and Remove Existing Curb &amp; Gutter</td>
<td>25</td>
<td>LF</td>
<td>$18.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>8</td>
<td>Sawcut and Remove AC Pavement</td>
<td>490</td>
<td>SY</td>
<td>$27.00</td>
<td>$13,230.00</td>
</tr>
<tr>
<td>9</td>
<td>Construct Sidewalk</td>
<td>1300</td>
<td>SF</td>
<td>$4.75</td>
<td>$6,175.00</td>
</tr>
<tr>
<td>10</td>
<td>Construct Sidewalk Ramp</td>
<td>8055</td>
<td>SF</td>
<td>$11.50</td>
<td>$92,632.50</td>
</tr>
<tr>
<td>11</td>
<td>Construct Concrete Curb and Gutter - Type A</td>
<td>25</td>
<td>LF</td>
<td>$30.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>12</td>
<td>Construct Concrete Valley Gutter and Apron</td>
<td>6100</td>
<td>SF</td>
<td>$8.75</td>
<td>$53,375.00</td>
</tr>
<tr>
<td>13</td>
<td>Construct Asphalt Concrete Pavement (Patchback)</td>
<td>490</td>
<td>SY</td>
<td>$70.00</td>
<td>$34,300.00</td>
</tr>
<tr>
<td>14</td>
<td>Remove Pavement Markings</td>
<td>23200</td>
<td>LF</td>
<td>$0.42</td>
<td>$9,744.00</td>
</tr>
<tr>
<td>15</td>
<td>Temporary Pavement Markings (Paint)</td>
<td>150320</td>
<td>LF</td>
<td>$0.09</td>
<td>$13,528.80</td>
</tr>
<tr>
<td>16</td>
<td>Pavement Marking (Thermoplastic)</td>
<td>150320</td>
<td>LF</td>
<td>$0.30</td>
<td>$45,096.00</td>
</tr>
<tr>
<td>17</td>
<td>Furnish and Install Legends and Symbols (Thermoplastic)</td>
<td>15</td>
<td>EA</td>
<td>$105.00</td>
<td>$1,575.00</td>
</tr>
<tr>
<td>18</td>
<td>Raised Pavement Markers</td>
<td>1950</td>
<td>EA</td>
<td>$3.20</td>
<td>$6,240.00</td>
</tr>
<tr>
<td>19</td>
<td>Preformed Green Tape w/Bike Guy &amp; Arrow (Thermoplastic)</td>
<td>43</td>
<td>EA</td>
<td>$2,675.00</td>
<td>$115,025.00</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Unit Cost</td>
<td>Total Cost</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>20</td>
<td>Stamped Crosswalk</td>
<td>5700</td>
<td>SF</td>
<td>$17.00</td>
<td>$96,900.00</td>
</tr>
<tr>
<td>21</td>
<td>Detector Loop Replacement</td>
<td>3</td>
<td>EA</td>
<td>$1,200.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>22</td>
<td>Remove and Replace Existing Asphalt Pavement</td>
<td>10000</td>
<td>SY</td>
<td>$19.00</td>
<td>$190,000.00</td>
</tr>
<tr>
<td>23</td>
<td>Street Crack Sealing</td>
<td>25800</td>
<td>SY</td>
<td>$0.45</td>
<td>$11,610.00</td>
</tr>
<tr>
<td>24</td>
<td>Full Width Mill Existing AC Pavement</td>
<td>99350</td>
<td>SY</td>
<td>$1.50</td>
<td>$149,025.00</td>
</tr>
<tr>
<td>25</td>
<td>Type III Microsurface</td>
<td>25800</td>
<td>SY</td>
<td>$3.50</td>
<td>$90,300.00</td>
</tr>
<tr>
<td>26</td>
<td>Tack Coat</td>
<td>20</td>
<td>TN</td>
<td>$500.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>27</td>
<td>Asphalt Recycling Agent</td>
<td>7760</td>
<td>GA</td>
<td>$4.50</td>
<td>$34,920.00</td>
</tr>
<tr>
<td>28</td>
<td>Construct 1.5 Inch of PMARAC Pavement (Terminal Blend)</td>
<td>21750</td>
<td>SY</td>
<td>$13.20</td>
<td>$287,100.00</td>
</tr>
<tr>
<td>29</td>
<td>Hot-In-Place Recycle</td>
<td>77600</td>
<td>SY</td>
<td>$4.75</td>
<td>$368,600.00</td>
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<tr>
<td>30</td>
<td>PMARAC Pavement (Terminal Blend)</td>
<td>6600</td>
<td>TN</td>
<td>$88.00</td>
<td>$580,800.00</td>
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<td>31</td>
<td>Traffic Control Allowance</td>
<td>1</td>
<td>AL</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
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<tr>
<td>32</td>
<td>Off-Duty Officer Allowance</td>
<td>1</td>
<td>AL</td>
<td>$75,000.00</td>
<td>$75,000.00</td>
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<tr>
<td>33</td>
<td>City of Chandler Permit &amp; Coordination Allowance</td>
<td>1</td>
<td>AL</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>34</td>
<td>Landscape Restoration Allowance</td>
<td>1</td>
<td>AL</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>35</td>
<td>Concrete Allowance</td>
<td>1</td>
<td>AL</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Base Bid:</strong></td>
<td></td>
<td></td>
<td><strong>$2,687,700.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
7.3.

COMPETITIVE SEALED BID
CERTIFICATION FORM

Pavement Preservation – Rural Road - Bell de Mar Drive to Ray Road (South City Limit)
Project No. 5499741W

Bidder certifies that it is a: ______ proprietorship; ______ partnership; ______ corporation; ______ other.

Arizona Sales Tax No. 07-274948-C

Use Tax No. for Out-of-State Supplier    N/A

Taxpayer’s Federal Identification No. 86-0455988

Bidder certifies that it has read, understands, and will fully and faithfully comply with this Invitation for Bids, its attachments, and any referenced documents. Bidder also certifies that the bid was independently developed without consultation with any other Bidders or potential Bidders.

Company’s Legal Name: Sunland Asphalt & Construction, Inc.
Address: 1625 E. Northern Ave.
City, State and Zip Code: Phoenix, AZ 85020
Telephone Number: (602) 323-2800
Company’s Fax Number: (602) 323-2828
Company’s Toll Free Number: (800) 540-4413
Signature: ____________________________
Printed Name and Title: Matt Johnson, Vice President
E-Mail Address: mjohnson@sunlandasphalt.com

MAILING ADDRESSES

Purchase Order Address: (If different from above)
Name: Sunland Asphalt & Construction, Inc.
Address: 775 W. Elwood St.
City, State and Zip Code: Phoenix, AZ 85041

Payment Address: (If different from above)
Name: Same As Above (Northern Address)
Address: ____________________________
City, State and Zip Code: ____________________________

CF-1
Each bidder shall list at least three (3) projects, if possible, similar in scope to this project, that bidder has completed. Show references in the space provided below (or attached separate sheet):

<table>
<thead>
<tr>
<th>Job Title/Description/</th>
<th>Contracting Agency</th>
<th>Phone No./Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Preservation -</td>
<td>City of Tempe</td>
<td>(480) 350-8200 - Ken Halloran</td>
</tr>
<tr>
<td>Mill Ave: Southern to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Broadway, and Bel del</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar to Terrace Rd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 18-19 Avondale</td>
<td>City of Avondale</td>
<td>(602) 333-4200 - Tom Struve</td>
</tr>
<tr>
<td>Pavement Preservation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Locals and Collectors</td>
<td>Maricopa County</td>
<td>(602) 506-6476 - Paul Shamrock</td>
</tr>
<tr>
<td>Roads Rehabilitation</td>
<td>Dept. of Transportation</td>
<td></td>
</tr>
<tr>
<td>JOC4108/JOC164/</td>
<td>City of Phoenix</td>
<td>(602) 262-4051 - Rick Evans</td>
</tr>
<tr>
<td>147902 - 2019 Residential</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crack Seal Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 18-19 Maintenance</td>
<td>City of Glendale</td>
<td>(623) 930-3630 - Hugh Alter</td>
</tr>
<tr>
<td>Asphalt Products &amp;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dove &amp; Toki Roads</td>
<td>Gila River Indian Community</td>
<td>(520) 796-3950 - Steve Johnson</td>
</tr>
</tbody>
</table>
ACKNOWLEDGEMENT REGARDING LETTER IN GOOD STANDING

PAVEMENT PRESERVATION - RURAL ROAD -
BELL DE MAR DRIVE TO RAY ROAD (SOUTH CITY LIMIT)
PROJECT NO. 5499741W

Signing this document acknowledges contractor’s understanding of the requirements outlined in the Invitation for Bid, Section 4.7 stating the following:

4.7 PRE-CONTRACT AWARD REQUIREMENTS

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

4.7.2 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.

It is the sole responsibility of the Contractor and any subcontractors to obtain a Letter of Good Standing from the Arizona Department of Revenue prior to Contract award. Go to https://azdor.gov/Collections.aspx to obtain directions regarding how to submit for the Letter of Good Standing.

In the event a “denial” letter is received from the Arizona Department of Revenue, should any taxes owed by Contractor or any subcontractors not be remitted in full prior to Contract award along with the receipt of a Letter of Good Standing from Contractor and each subcontractor, the bid shall be considered non-responsive and rejected by the City.

I hereby acknowledge Sunland Asphalt & Construction, Inc. (contractor/vendor) will be in compliance with section 4.7 at the time of a contract award.

Signature

Date: 5/15/2019

Matt Johnson
Vice President
Print Name
Title

Sunland Asphalt & Construction, Inc.
Company

ACK-1
7.6. CERTIFICATION BY THE CONTRACTOR AUTHORIZING EMPLOYEES TO SIGN BINDING AGREEMENTS

Pavement Preservation – Rural Road - Bell de Mar Drive to Ray Road (South City Limit)
Project No. 5499741W

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.:

<table>
<thead>
<tr>
<th>Type or Print Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Contractor Name __________________________________________

Signed By ________________________________________________
(Owner, Partner, or Principal of the Corporation)

Printed Name _____________________________________________

Title ____________________________________________________

Date ____________________________________________________

BA-1
7.7.

PERFORMANCE BOND FORM
(Bond Amount to Be Equal to 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 27th day of June, 2019, to complete Project No. 5499741W, 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 of 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 of 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, 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 judgment reasonable attorney fees that may be fixed by a judge of the court.

DATED this _____ day of ____________, 2019.

________________________________________
PRINCIPAL
By: ______________________________________

________________________________________
*SURETY
By: ______________________________________

________________________________________
AGENCY ADDRESS

*Surety hereby acknowledges it holds a certificate of authority to transact surety business in the State of Arizona, issued by the director of the department of insurance pursuant to Title 20, Chapter 2, Article 1, Arizona Revised Statutes.
7.8.

PAYMENT BOND FORM
(Bond Amount to Be Equal to 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 27th day of June, 2019, to complete Project No. 5499741W, 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 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, 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 they were copied at length in this agreement.
The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

DATED this ______day of __________________, 2019.

PRINCIPAL

By: ________________________________

*SURETY

By: ________________________________

AGENCY ADDRESS

*Surety hereby acknowledges it holds a certificate of authority to transact surety business in the State of Arizona, issued by the director of the department of insurance pursuant to Title 20, Chapter 2, Article 1, Arizona Revised Statutes.
CITY OF TEMPE DEPARTMENT OF ENGINEERING AND TRANSPORTATION
CONDITIONAL 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: ________________________________________________

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 PAVEMENT PRESERVATION – RURAL ROAD - BELL DE MAR DRIVE TO RAY ROAD (SOUTH CITY LIMIT) and PROJECT NO. 5499741W at the location of Rural Road – Bell de Mar Drive to Ray Road (South City Limit), Tempe, AZ; and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to 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, except for disputed claims in the amount of $_________. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

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 of 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 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)

AFF-1
AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT REGARDING HEALTH INSURANCE

Tempe, Arizona

Date 5/15/2019

PAVEMENT PRESERVATION – RURAL ROAD –
BELL DE MAR DRIVE TO RAY ROAD (SOUTH CITY LIMIT)
PROJECT NO. 5499741W

I hereby certify that Sunland Asphalt & Construction, 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: Blue Cross Blue Shield

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

Policy No.: 35176

Policy Effective Date (MM/DD/YY): 01/01/2019

Policy Expiration Date (MM/DD/YY): 12/31/2019

Signed and dated at Phoenix, AZ 85041, this 15th day of May, 2019.

By: Matt Johnson, Vice President

STATE OF ARIZONA ) ss
COUNTY OF MARICOPA ) ss

SUBSCRIBED AND SWORN to before me this 15th day of May, 2019.

[Notary Seal]
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 dependents, 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 Engineering and Transportation contract or General Contractors who bid on Engineering and Transportation 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 Engineering and Transportation Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Engineering and Transportation 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 Engineering and Transportation Director may be made within ten (10) days of the date of the decision by filing a notice.

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 engineering and transportation 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.

AFF-3
These “Guidelines for Implementation of Health Insurance” issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.
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

A.R.S. § 1-501 and § 1-502 require any individual person or sole proprietor who applies to the City for a local public benefit (including the award of a contract) to demonstrate his or her lawful presence in the United States. An individual person or sole proprietor who submits a bid for this contract must complete this Affidavit and submit it with the bid, along with a copy of one of the documents listed below.

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

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.)

| N/A | 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: __________________________ |
|     | 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 |
|     | 7. An I-94 form with a photograph. |
|     | Print first 4 numbers on I-94: |
|     | Print first 4 numbers/letters on EAD: |
|     | Date of Issuance: ____________ Refugee Country: __________________________ |
|     | 10. A United States Certificate of Naturalization. |
|     | Print first 4 digits of CIS Reg. No.: |
|     | Date of Issuance: ____________ Place of Issuance: __________________________ |
|     | 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.

| N/A | Signature: __________________________ Business/Company (if applicable): __________________________ |
|     | Print Name: __________________________ Address: __________________________ |
|     | Date: __________________________ City, State, Zip Code: __________________________ |

STATE OF ARIZONA
COUNTY OF MARICOPA

SUBSCRIBED AND SWORN to before me this _________ day of _________________, 2019.

[Notary Seal] Notary Public: __________________________

AD-1
Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the city’s procurement officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest to compliance with this article.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

- [X] Current copy of antidiscrimination policy attached

OR

- _____ I hereby certify ____________________________________________ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Matt Johnson
Print Name

Date: 5/15/2019

Vice President
Title

Sunland Asphalt & Construction, Inc.
Company
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Sunland Asphalt is an equal opportunity employer and as such, we consider individuals for employment according to their abilities and performance. Employment decisions are made without regard to race, religion, color, sex, national origin, physical or mental disability, marital or veteran status (or sexual orientation) or any other classification protected by law. All employment requirements mandated by State and Federal regulations will be observed. Discriminatory or harassing conduct in the workplace, whether committed by management or non-managerial employees or outside individuals (vendors, customers, etc.) is also prohibited. Please refer to our Harassment Prevention Policy for additional information.

The Company maintains affirmative employee policies to ensure the achievement of equal employment opportunities in all aspects of employment and the work environment. This policy of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, compensation, promotion, transfer, layoff, recall, termination, and dispute resolution.

In keeping with our philosophy and Federal and State law, our advertising and recruiting materials will contain the following statement to encourage qualified applicants to apply: “Equal Opportunity Employer.” Our policy, as an equal opportunity employer, is to employ persons legally entitled to work in the United States without regard to citizenship, ethnic background, or place of national origin. However, our policy, in conformity with the Immigration Reform and Control Act of 1986 (IRCA), is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the Company have the responsibility to follow and carry out this policy, according to the spirit and intent of Sunland Asphalt’s equal employment commitment. Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. Employees are expected to bring any questions, issues or complaints to the attention of management. If you believe you have been harassed, or if you witness or suspect any violation of this policy, you should report the matter immediately to any member in management or to Human Resources. The Company will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by management, employees or co-workers.

Sunland Asphalt has adopted an affirmative action plan that states that it includes affirmative efforts to seek out, hire, develop, and promote qualified members of the protected groups (defined as racial minorities, sexual minorities, physically or mentally disabled, disabled veterans, veterans of the Vietnam era, and persons 40 years of age and over). The Affirmative Action Plan is on file in the Human Resource Department.

Each employee is required, as a condition of continued employment, to honor our EEO policy and to treat each other respectfully and equally. This policy also forbids sexual harassment, which includes
harassment by third parties and is defined to include: Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes or innuendo; nude, profane, or obscene cartoons, drawing or photographs; whistling, staring, inappropriate touching, hugging or kissing is strictly prohibited and are not tolerated by Sunland Asphalt.

Sunland Asphalt will not tolerate conduct by any employee that harasses, disrupts, or interferes with another’s work performance or which creates an intimidating, offensive, or hostile environment. We want to maintain a work environment free from all forms of harassment, whether based upon race, color, religion, ancestry, national origin, age, marital status, sex, sexual orientation, gender or veteran status, physical or mental disabilities, on-the-job injuries, or any other legally protected characteristic or status.

Behavior such as telling ethnic jokes, making religious slurs, using offensive “slang” or other derogatory terms denoting a person’s race, age, national origin, disability, or mimicking one’s speech, accent or disability, are examples of prohibited conduct and will not be tolerated in our Company. Retaliating or harassing individuals by making derogatory comments regarding protected statuses or characteristics and any other words or conduct that might create a hostile or offensive working atmosphere are also prohibited.

While all forms of harassment are prohibited, it is our policy to emphasize that sexual harassment is specifically prohibited. Actions are considered to be sexual harassment under the following conditions:

- If submission to the conduct is in any way deemed to be a term or condition of employment;
- If submission to, or rejection of, the conduct is used as a basis of any employment-related decisions;
- If the conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes or innuendo; nude, profane, or obscene cartoons, drawing or photographs; whistling, staring, inappropriate touching, hugging or kissing is strictly prohibited and are not tolerated by Sunland Asphalt.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No manager/supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee’s refusal to submit to sexual advances will adversely affect the employee’s employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassing conduct in the workplace, whether committed by managers/supervisors, non-managerial employees or other outside individuals (vendors, customers, etc.) is also prohibited.

This policy covers conduct in the workplace, at social functions sponsored by the Company (such as holiday dinners, picnics, sporting events, etc.) and business functions (such as conventions, trade shows, etc.). Any messages or communications sent or received through our electronic communication systems are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. The use of information systems (including e-mail, Intranet, or the Internet) for the display or transmission of sexually explicit images, messages, off-color jokes, or anything that may be construed as harassment or showing disrespect for others, is prohibited.

Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of Sunland Asphalt, you have
the responsibility to immediately report any actions or words by a supervisor, co-worker, vendor or other individuals, that you believe to be unwelcome harassment. You should report the incident to your manager, supervisor, or any other manager, or to the next level of management, if the complaint involves your direct supervisor or manager. The Company will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by management, employees, co-workers or non-employees such as clients, vendors and contractors.

All complaints of harassment will be investigated promptly and in an impartial manner. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while still being able to effectively complete the investigation. If you are not satisfied with the handling of a complaint or the action taken by the Manager, then you should bring the complaint to the next higher level of authority. In all cases, you will be advised of the findings and conclusion.

Any employee or member of management who is found, after appropriate investigation, to have engaged in harassment of another employee or to have retaliated against an employee for reporting harassment, will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

The purpose of this policy is to maintain a working environment free from discrimination, intimidation, or sexual harassment.
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It is the Contractor’s responsibility to read and understand all terms of the Invitation for Bids, the Contract Documents, and all other contract related documents, and references, also including but not limited to the Technical Specifications and any Special Provisions which are part of the project package.

This street preservation project may include but not limited to the following work: milling of existing pavement and Hot-In-Place Recycling with rubberized asphalt per specifications; asphalt mill and overlay, pavement markings, sidewalks, curbs, gutters, sidewalk ramps, truncated domes, and concrete features as identified; utility box and manhole cover adjustments to grade; adjustment of survey monuments; and items as identified with this project. See streets highlighted below.
IMPORTANT INFORMATION

GENERAL VENDOR QUALIFICATIONS
The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

All equipment and product used for performance of work under the scope of this Contract shall be maintained in a safe operating condition, and shall comply with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations.

The Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal/bid and must maintain same throughout the duration of the contract term. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

Contractor (or subcontractor) shall have a MINIMUM of two (2) years of experience of applying recycled hot-in-place asphalt paving.

The Contractor must have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop. The Contractor shall provide to the Contract Administrator, the individual’s name and contact information, including cellular phone and off-hours phone numbers.

TRAFFIC BARRICADES AND RESTRICTIONS
The Contractor shall comply with all sections of the City of Tempe Barricade Manual, Updated March 2016. Paying particularly close attention to Section 4.2 which includes the following statement: “Traffic restrictions are not permitted on arterial/collector streets during peak traffic hours (7:00 a.m. to 8:30 a.m. and 3:30 p.m. to 6:30 p.m. on weekdays).” This means that traffic barricades/restrictions: shall not be placed prior to 8:30am on weekdays; and shall be completely removed no later than 3:30pm on weekdays. Furthermore, when evening and/or night work is specifically permitted, traffic barricades/restrictions shall not be placed prior to 6:30pm on weekdays; shall be completely removed no later than 7:00am on weekdays.

All traffic control shall be provided by the Contractor in accordance with the City of Tempe Traffic Barricade Manual updated March 2016, the Manual on Uniform Traffic Control Devices, and MAG Section 401, as directed by the City’s Transportation Division representative. Permit applications and traffic control plans shall be submitted to the City’s Traffic Engineer via email at trafficbarricade@tempe.gov. Also refer to Item No. 30 Traffic Control.

No work shall begin prior to Tempe Traffic Engineer’s approval of the proposed Traffic Control Plans.

SCHEDULE
All work shall be completed within one hundred and fifty (150) calendar days of receiving a full Notice to Proceed. It is the contractor responsibility to provide all necessary resources (including but not limited to personnel, equipment and materials) to adhere to the schedule to minimize delays. The contractor should provide all the necessary resources needed to adhere to the contract dates. No time extensions will be granted due to lack of resources within the contractor’s control, as deemed by the Engineer. Liquidated damages will be assessed for any delays beyond the contract expiration date, as described per MAG Specification 108.9.
WORKING HOURS
Working hours for residential streets for this project shall be the following:
- Between April 15 thru October 15, Monday thru Friday
  - Concrete pouring/mixing: 5:00am – 7:00pm
  - All other activities: 6:00am – 7:00pm
- Between October 16 thru April 14, Monday thru Friday
  - Concrete pouring/mixing: 6:00am - 7:00pm
  - All other activities: 7:00am – 7:00pm

Working hours for arterials for this project shall be limited to:
- Monday thru Friday from 8:30am – 3:30pm
- Saturday and Sunday from 7:00am – 7:00pm

No work will be allowed on the weekends without prior approval in writing from the Engineer or Construction Manager. No work will be allowed on Holidays.

PRECONSTRUCTION CONFERENCE/PROJECT PHASING
Preconstruction Conference: The Contractor and all subcontractors shall plan to attend a preconstruction conference meeting within one week of Tempe City Council approval of the contract, at a time and location designated by the City’s Contract Administrator. At the preconstruction meeting, the Contractor shall provide a complete construction schedule and shall comply with the requirements of MAG Specification 108.4. Any changes to the construction schedule throughout the term of the project shall require prior written approval by the City’s Project Manager. In addition, a schedule update comparing actual progress with scheduled progress will be required with the submission of each monthly pay request.

Phasing Construction Activities: Please see below requirements for sequence of construction activities. The Contractor shall also bring project phasing plans to the preconstruction conference. The phasing plans shall address all anticipated phases of construction (concrete, crack sealing, microsurfacing, milling and paving).
- Construction of all concrete items and adjacent asphalt patchback areas must be completed prior beginning milling.
- The Contractor must mill the entire width of the street before placement of new asphalt rubber.
- The stamped asphalt pavement must be installed thirty (30) days after installation of asphalt rubber pavement.
- The Contractor may place the Microsurfacing and Mill/Overlay in whatever order they see fit. The Hot-In-Place Recycle must be the last resurfacing operation to take place.
- The Contractor must mill and place rubberized asphalt concrete pavement in separate operations; moreover, the milled area must be filled with asphalt-rubber concrete within five (5) calendar days.
- Temporary Pavement Markings may be applied within the first twenty-four (24) hours of pavement placement; and shall be complete within five (5) calendar days after any new pavement placement section is complete.
- Permanent Pavement Markings, including raised markers, shall begin thirty (30) calendar days after each new pavement placement section is complete.

WEEKLY PROGRESS MEETINGS
Weekly Progress Meetings: The Contractor shall plan for and attend weekly progress meetings with the City at a location and designated time determined by the City’s Construction Manager. The Contractor shall submit a three-week “look ahead” construction schedule at each weekly meeting; and shall include in the construction schedule adequate time for the weekly construction progress meetings.

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TRAFFIC CONTROL AND PAVEMENT MARKINGS

A. Traffic Control Delineators, i.e. Vertical Panels, shall be placed after each new pavement placement section is complete but prior to opening any section of roadway to traffic and prior to temporary pavement markings where pavement markings currently exist. The cost of vertical panels is incidental to the cost of Item for Temporary Pavement Markings.

B. Temporary Pavement Markings may be applied within the first twenty-four (24) hours of pavement placement; and shall be complete within five (5) calendar days after any new pavement placement section is complete.

C. Permanent Pavement Markings, including raised markers and stamped asphalt concrete, shall begin thirty (30) calendar days after each new pavement placement section is complete.

NOTIFICATIONS

Notification via mailer and/or door hanger will be required for impacted residents and businesses within five hundred (500) feet of the project seventy-two (72) hours before commencement of work. Notification via mailer and/or door hangers may also be required for other locations and will be determined by City of Tempe Neighborhood Services representative during preconstruction meeting.
ITEMS, MEASUREMENT AND PAYMENT

Measurement and payment for all pay items in the proposal shall be as specified in the latest editions in the applicable section of the Maricopa Association of Governments Uniform Standard specifications for Public Works Construction (MAG Specifications), and City of Tempe supplements to MAG, and any applicable City specifications or Standards as referenced, and/or as modified in these Technical Specifications. In the event of a conflict between these Specifications and the requirements of any plans, detail drawings, or City Standard Details and the MAG Specifications, these Technical Specifications shall prevail.

Payment of the contract items shall be consistent with the description of unit prices in MAG Specification Section 109.2 and furthermore shall be compensation in full for furnishing all overhead, labor, material, tools, equipment, and appurtenances necessary to complete the work in a good, neat, and satisfactory manner as specified, with all necessary connections and appurtenances for the satisfactory use of and/or operation of said item. No additional payment will be made for work related to each item unless specifically noted or specified. Measurement will be in place for the completed work with no allowance for waste or the disposal thereof. All surplus materials and waste shall be immediately hauled from the job site and disposed in accordance with Section 205 of the MAG Specifications; and the cost shall be incidental to its respective item below.

ITEM NO. 1 - SURVEY OF EXISTING WATER VALVE AND MANHOLE LOCATIONS
Description:
This is a priority item. The Contractor shall furnish all materials, personnel, and equipment necessary to perform surveying of all existing valve, manhole and survey marker locations prior to asphalt milling and concrete removal/replacement. The purpose is to produce record drawings with locations of these objects. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona. The valve, manhole and survey marker locations shall be presented on record drawings as northing and easting coordinates using the City of Tempe Datum with horizontal local accuracy of one decimeter (0.1m) to center of valve or manhole cover. Manhole and valve information shall be shown to include owner and type. Prior to construction, the information shall be submitted by the Contractor to the City’s Construction Manager for review and approval, within one (1) week by the City of Tempe Water Utilities Division. The Contractor and City’s Construction Manager shall jointly use the record drawings to verify that all valves boxes, manholes and survey markers within the project limits are adjusted. No paving shall be started until these locations are verified by the City of Tempe Construction Manager.

Measurement and Payment:
Measurement and payment shall be made at the contract lump sum bid price and shall be full compensation for this item.

ITEM No. 2 - ADJUST VALVE BOX AND COVER
Description:
Adjust to grade Valve Box and Cover that shall conform to MAG Specification Sections 301, 630, 725, and 790 and the City of Tempe Supplement to the MAG Specifications; and COT Detail T-445, Type B. The City of Tempe Water Utilities Division will determine and provide any new water valve boxes and/or covers to install at locations.

The Contractor shall provide all equipment and labor to perform adjustments within the asphaltic pavement and sidewalk/sidewalk concrete ramp areas, including the removal and replacement of asphalt pavement and/or concrete where applicable, complete in place for all applicable City of Tempe facilities. Contractor shall coordinate with any other utility provider as required. It shall be the responsibility of the Contractor to contact the City of Tempe Water Utilities Supervisor and Construction Manager to coordinate and retrieve water valve boxes and/or covers prior to installation. Storage of water valves and/or covers in the right-of-way prior to
installation for a period of time greater than 24 hours will not be permitted. All old and thus removed water
valve boxes and covers shall not remain in the right-of-way after removal and shall be taken to the nearest
Water Utilities facilities for disposal. It shall be the responsibility of the Contractor to clean any debris from
the valve boxes once the paving is completed. The Contractor may also, if they so choose to, use debris shields
at the Contractor expense.

Existing valve locations shall be identified on record drawings by the Contractor per Item No. 1 prior to asphalt
milling. The Contractor and City’s Construction Manager shall jointly use the record drawings to verify that all
valve boxes and covers were adjusted.

The utility companies may utilize the Contractor to adjust their frames, covers, and valve boxes for this project.

The Contractor shall coordinate with the City’s Construction Manager and the representatives of the various
utilities per MAG Standard Specification Section 105.6 regarding the adjustment/installation and the inspection
requirements of their facilities. The Contractor shall be responsible for obtaining and adhering to the
specifications and any other specific requirements from the utility companies.

During and immediately following construction and through the warranty period, any valves that are discovered
to be paved over, not properly raised, or damaged by the Contractor during this paving project, will be exposed,
repaired, and/or adjusted per the detail stated above by the Contractor, at no cost to the City. No debris in valve
boxes is permitted. Field spot checks will be performed by the Engineer of Construction Manager and will be a
part of the final punch list as final acceptance.

**Product Submittals:**
Prior to beginning work for this bid item, the Contractor shall submit the mix design for MAG AA concrete to
the Engineer for approval.

**Measurement and Payment:**
Measurement and payment will be at the contract unit price bid per each and shall be full compensation for the
item complete in place.

**ITEM NO. 3 – ADJUST MANHOLE LID, FRAME AND COVER TO GRADE**

**Description:**
Adjust to grade Manhole Frame and Cover that shall conform to MAG Specification Sections 301, 630, 725, and
790 and the City of Tempe Supplement to the MAG Specifications; and COT Detail T-446, Type B. The City of
Tempe Water Utilities Division will determine and provide any new manhole frames and covers, where necessary,
to install at locations.

The Contractor shall provide all equipment and labor to perform adjustments within the street and
sidewalk/sidewalk ramp areas, including the removal and replacement of asphalt pavement and/or concrete
where applicable, complete in place for all applicable City of Tempe facilities. Contractor shall coordinate with
any other utility provider as required. It shall be the responsibility of the Contractor to contact the City of
Tempe Water Utilities Supervisor and Construction Manager to coordinate and retrieve manhole lids, frame and
covers prior to installation. Storage of manhole frame and covers in the right-of-way prior to installation for a
period of time greater than 24 hours will not be permitted. All old and thus removed manhole frame and covers
shall not remain in the right-of-way after removal and shall be taken to the nearest Water Utilities facilities for
disposal. It shall be the responsibility of the Contractor to clean any debris from the manholes once the paving is
completed. The Contractor may also, if they so choose to, use debris shields at the Contractor expense.

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Existing manhole locations shall be identified on record drawings by the Contractor per Item No. 1 prior to asphalt milling. The Contractor and City’s Construction Manager shall jointly use the record drawings to verify that all valve boxes and covers were installed/adjusted.

The utility companies may utilize the Contractor to adjust their frames, covers, and valve boxes for this project.

The Contractor shall coordinate with the City’s Construction Manager and the representatives of the various utilities per MAG Standard Specification Section 105.6 regarding the adjustment/installation and the inspection requirements of their facilities. The Contractor shall be responsible for obtaining and adhering to the specifications and any other specific requirements from the utility companies.

During and immediately following construction and through the warranty period, any manholes that are discovered to be paved over, not properly raised, or damaged by the Contractor during this paving project, will be exposed, repaired, and/or adjusted per the detail stated above by the Contractor, at no cost to the City. Any debris found in the manholes during or after construction has started will be removed by the Contractor at no cost to the City. No debris in manholes is permitted. Field spot checks will be performed by the Engineer and/or Construction Manager and will be a part of the final punch list as final acceptance.

Product Submittals:
Prior to beginning work for this bid item, the Contractor shall submit the mix design for MAG AA concrete to the Engineer for approval.

Measurement and Payment:
Measurement and payment will be made at the contract unit price bid per each and shall be full compensation for the items complete in place.

ITEM NO. 4 – RECONSTRUCT EXISTING SURVEY MONUMENT IN HAND HOLE TO GRADE
Description:
The contractor shall provide all materials, equipment and labor necessary to uncover (1” to 6” depth), adjust or reconstruct survey monuments in hand holes to grade, as directed by the City’s Construction Manager, conforming to MAG Standard Detail 120-1, Type A and MAG Sections 405, 505 and 725.

City of Tempe Engineering Division Surveyors will locate existing, tie down and verify locations of all undamaged monuments. Monuments damaged by the contractor during construction shall be reestablished by an Arizona Registered Land Surveyor.

Product Submittals:
Prior to beginning work for this bid item, the Contractor shall submit the mix design for MAG AA concrete to the Engineer for approval.

Measurement and Payment:
Measurement and payment will be at the contract unit price per each and shall be full compensation for the item complete in place.

ITEM NO. 5 – SAWCUT AND REMOVE SIDEWALK & SIDEWALK RAMP
Description:
This item shall include removal of existing improvements such as sidewalk, sidewalk ramps/truncated domes and other items necessary. All items for removal of the improvements shall conform to the provisions of Section 350 of the MAG Specifications. Backfill and compaction of all excavated areas shall be to the densities as prescribed in Section 301 of the MAG Specifications and Section 301.3 of the City of Tempe Supplement to the
MAG Specifications. All surplus materials shall be immediately hauled from the job site and disposed in accordance with Section 205 of the MAG Specifications.

See MAPBOOK for a map of all sidewalk, sidewalk ramp to be removed.

**Measurement and Payment:**
Measurement and payment shall be made at the contract unit price bid per square foot and shall be full compensation for the item complete.

**ITEM NO. 6 – SAWCUT AND REMOVE VALLEY GUTTER & APRON**
**Description:**
This item shall include removal of existing improvements such as valley gutter with apron and other items necessary. All items for removal of the improvements shall conform to the provisions of Section 350 of the MAG Specifications. Backfill and compaction of all excavated areas shall be to the densities as prescribed in Section 301 of the MAG Specifications and Section 301.3 of the City of Tempe Supplement to the MAG Specifications. All surplus materials shall be immediately hauled from the job site and disposed in accordance with Section 205 of the MAG Specifications.

See MAPBOOK for a map and below for listing of all valley gutters and apron to be removed.

**Measurement and Payment:**
Measurement and payment shall be made at the contract unit price bid per square foot and shall be full compensation for the item complete.

**ITEM NO. 7 – SAWCUT AND REMOVE EXISTING CURB AND GUTTER**
**Description:**
This item shall include removal of curb and gutter and shall conform to the provisions of Section 350 of the MAG Specifications. Backfill and compaction of all excavated areas shall be to the densities as prescribed in Section 301 of the MAG Specifications. All surplus materials shall be immediately hauled from the job site and disposed in accordance with Section 205 of the MAG Specifications.

See MAPBOOK for a map and listing of all curb and gutter to be removed.

**Measurement and Payment:**
Measurement and payment shall be made at the contract unit price bid per linear foot and shall be full compensation for the item complete.

**ITEM NO. 8 – SAWCUT AND REMOVE AC PAVEMENT**
**Description:**
This item shall consist of removal of existing improvements such as AC pavement and other items necessary for the improvement; and shall conform to the provisions of Section 350 of the MAG Specifications. Asphalt concrete pavement removal shall be cut in accordance with Section 336.2 of the MAG Specifications. All surplus materials shall be immediately hauled from the job site and disposed in accordance with Section 205 of the MAG Specifications. Minimum removal width is two (2) feet.

**Measurement and Payment:**
Measurement and payment shall be made at the contract unit price bid per square yard and shall be full compensation for the item complete.
ITEM NO. 9 – CONSTRUCT SIDEWALK
Description:
This item shall consist of construction of concrete sidewalks that shall conform to the provisions of Sections 340 and 725 of the MAG Specifications; and the City of Tempe (COT) Detail T-345 for the Typical Sidewalk and/or City of Tempe (COT) Detail T-351 for South Tempe Overlay District.

The subgrade shall be constructed and compacted true to line and grade as specified in Section 301 of the MAG Specifications all soft or unsuitable material shall be removed to a depth of not less than 6” and replaced with a material satisfactory to the City’s Construction Manager; and Section 301.3 of the City of Tempe Supplement to the MAG Specifications.

See MAPBOOK for a map and listing of all sidewalk to be installed.

Product Submittals:
Prior to beginning work for this bid item, the Contractor shall submit the mix design for MAG B concrete to the Engineer for approval.

Measurement and Payment:
Measurement and payment shall be made at the contract unit price bid per square foot and shall be full compensation for the item complete in place.

ITEM NO. 10 – CONSTRUCT SIDEWALK RAMP
Description:
This item shall consist of construction of curb ramps and truncated domes that conform to MAG Specification Sections 301, 340, 725 and 729 and the City of Tempe Supplement to the MAG Specifications; MAG Standard Details 236-4, 237-1, 237-3; COT Details T-324, T-345, T-348, T-349 and T-351. All sidewalk ramps shall be installed as directional where possible. All ramps shall be aligned so that the centerline of the ramp forms a 90-degree angle with centerline of street and is no more than a 5 ft offset from opposite ramp. If field conditions exist that prevent the construction of directional ramps the Engineer will be available to make needed field adjustments. For complete Sidewalk Ramp replacement, this item shall include the ramp, sidewalk, truncated detectable warning, curb and gutter complete in place bound by the limits as show in the Standard Detail. All detectable warning color shall be Terra Cotta.

See MAPBOOK for a map and listing of all sidewalk ramp to be installed.

Product Submittals:
Prior to beginning work for this bid item, the Contractor shall submit the mix design for MAG A concrete to the Engineer for approval.

Measurement and Payment:
Measurement and payment will be at the contract unit price bid per square foot and shall be full compensation for the item complete in place.

ITEM NO. 11 – CONSTRUCT CONCRETE CURB AND GUTTER – TYPE A
Description:
This item shall consist of construction of curb and gutter that shall conform to the provisions of Sections 301, 340 and 725 of the MAG Specifications; and MAG Standard Detail 220-1, Type A, match existing height.
The subgrade shall be constructed and compacted true to line and grade as specified in Section 301 of the MAG Specifications all soft or unsuitable material shall be removed to a depth of not less than 6” and replaced with a material satisfactory to the City’s Construction Manager.

See MAPBOOK for a map and listing of all curb and gutter, Type A to be installed.

**Product Submittals:**
Prior to beginning work for this bid item, the Contractor shall submit the mix design for MAG Class B concrete to the Engineer for approval.

**Measurement and Payment:**
Measurement and payment shall be made at the contract unit price bid per linear foot and shall be full compensation for the item complete in place.

**ITEM NO. 12 – CONSTRUCT CONCRETE VALLEY GUTTER AND APRON**

**Description:**
This item shall consist of construction of Valley Gutter and Apron w/concrete pads shall conform to the provisions of Sections 340 and 725 of the MAG Specifications; and the MAG Standard Detail 240.

The subgrade shall be constructed and compacted true to line and grade as specified in Section 301 of the MAG Specifications all soft or unsuitable material shall be removed to a depth of not less than 6” and replaced with a material satisfactory to the City’s Construction Manager; and Section 301.3 of the City of Tempe Supplement to the MAG Specifications.

See MAPBOOK for a map and listing of all valley gutter and apron to be installed.

**Product Submittals:**
Prior to beginning work for this bid item, the Contractor shall submit the mix design for MAG Class A concrete to the Engineer for approval.

**Measurement and Payment:**
Measurement and payment shall be made at the contract unit price bid per square foot and shall be full compensation for the item complete in place.

**ITEM NO. 13 – CONSTRUCT ASPHALT CONCRETE PAVEMENT (PATCHBACK)**

**Description:**
This item shall consist of construction of asphalt concrete pavement shall conform to MAG Specifications 321 and 326 and the City of Tempe Supplements. The thickness and gradation of AC pavement shall match existing or per Tempe Detail T-313, whichever is greater. All pavement patchback shall be 2 feet wide.

**Product Submittals:**
Prior to beginning work for this bid item, the Contractor shall submit the mix design for EVAC/MAG ¾ inch conventional mix, or approved equal to the Engineer for approval.

**Measurement and Payment:**
Measurement and payment shall be made at the contract unit price bid per square yard and shall be full compensation for the item complete.
ITEM NO. 14 – REMOVE PAVEMENT MARKINGS
Description:
The Contractor shall provide all materials, equipment and labor to remove pavement markings by water blasting that is conforming to Section 460 of the Maricopa County Department of Transportation Supplement to MAG, latest edition.

Line obliteration shall be performed for Rural Road between Bell de Mar Drive and Elliot Road as identified for microsurfacing per the MAPBOOK.

Measurement and Payment:
Measurement will be per linear foot of 4-inch equivalent wide stripe. No measurement will be made of the number of linear feet of gaps in dashed lines. Payment will be made at the contract unit price bid as measured above and shall be full compensation for the items complete in place.

ITEM NO. 15 – TEMPORARY PAVEMENT MARKINGS (PAINT)
Description:
The Contractor shall provide all materials, equipment and labor to apply temporary pavement markings to the new pavement conforming to Section 461 of the Maricopa County Department of Transportation Supplement to MAG, latest edition.

New pavement marking plans are issued for this project (Attachment B). Please note, the existing pavement markings on the cross streets that approach to Rural Road will go back in As-Built. The existing pavement markings on the cross-streets that approach will be surveyed by the Contractor, incidental to the cost of this Item for Temporary Pavement Markings, prior to asphalt milling. The Contractor shall use this survey as a striping plan.

Crosswalk layouts at intersections may deviate from current placement. Final placement will depend upon where the truncated dome is located upon completion. All crosswalks going across Rural Road shall be fifteen (15) feet wide and shall be placed on center with the truncated dome. All crosswalks going across Elliot Road shall be fifteen (15) feet wide and shall be placed on center with the truncated dome. All crosswalks going across all other locations shall be ten (10) feet wide and shall be placed on center with the truncated dome. Contractor shall verify layout of crosswalks with Engineer or Construction Manager before placement.

Areas to be marked shall be free of debris and swept prior to marking installation. Contractor shall contact the City of Tempe Construction Manager and City of Tempe Traffic Division project inspector in order to make arrangements for inspection prior to applying any pavement markings. The permanent pavement marking plans may be modified as directed by the City Traffic Engineer. Temporary pavement markings shall not be applied within the first seventy-two (72) hours of pavement placement; and shall be complete within five (5) calendar days after any new pavement placement section is complete. Areas to be marked will be free of debris and swept prior to marking installation. Contractor shall contact the City of Tempe Construction Manager, to plan for inspection prior to applying any paint. The permanent pavement marking plans may be modified as directed by the City Traffic Engineer. Any striping applied before inspection shall be removed and re-striped at the Contractor's expense.

Traffic Control Delineators, i.e. Vertical Panels, shall be placed after each new pavement placement section is complete but prior to opening any section of roadway to traffic and prior to temporary pavement markings. The cost of vertical panels is incidental to the cost of this Item for Temporary Pavement Markings.

Product Submittals:
Prior to application of temporary pavement markings, the Contractor shall submit to the Engineer for approval the material manufacturer’s product specifications and installation recommendations. Installation recommendations shall include surface preparation, product installation, and curing requirements.

**Measurement and Payment:**
Measurement will be per linear foot of 4-inch wide equivalent stripe. No measurement will be made of the number of linear feet of gaps in dashed lines. Payment will be made at the contract unit price bid as measured above and shall be full compensation for the items complete in place including pavement surface preparation.

**ITEM NO. 16 – PAVEMENT MARKINGS (THERMOPLASTIC)**

**Description:**
The Contractor shall provide all materials, equipment and labor to apply thermoplastic reflectorized pavement markings to the new pavement conforming to Section 462 of the Maricopa County Department of Transportation Supplement to MAG, latest edition. Existing pavement markings as identified in Bid Item No 17 will be surveyed by the Contractor, incidental to the cost of Item for Temporary Pavement Markings, prior to asphalt milling. The Contractor will use this survey as a striping plan after paving is completed. Areas to be marked shall will be free of debris and swept prior to marking installation. Contractor shall spot entire project before applying pavement markings. Contractor shall contact the City of Tempe Construction Manager and City of Tempe Traffic Division project inspector in order to make arrangements for inspection prior to applying any pavement markings. The permanent pavement marking plans may be modified as directed by the City Traffic Engineer. Any striping applied before inspection shall be removed and re-striped at the Contractor’s expense.

Permanent markings shall begin thirty (30) calendar days after each new pavement placement section is complete. Areas to be marked shall be free of debris and swept prior to marking installation.

Cross walks, stop bars, holding bars, railroad markings, arrows shall be installed with a thickness of ninety (90) mils. All longitudinal lines, such as lane lines, edge lines, center lines and taper lines shall be installed with a thickness of sixty (60) mils.

**Product Submittals:**
Prior to application of thermoplastic pavement markings, the Contractor shall submit to the Engineer for approval the material manufacturer’s product specifications and installation recommendations. Installation recommendations shall include surface preparation, product installation, and curing requirements.

**Measurement and Payment:**
Measurement will be per linear foot of 4-inch equivalent wide stripe. No measurement will be made of the number of linear feet of gaps in dashed lines. Payment will be made at the contract unit price bid as measured above and shall be full compensation for the items complete in place including pavement surface preparation.

**ITEM NO. 17 – FURNISH AND INSTALL SYMBOLS AND LEGENDS (THERMOPLASTIC)**

**Description:**
The Contractor shall provide all materials, equipment and labor to furnish and apply thermoplastic reflectorized pavement symbols and legends to the new pavement conforming to Section 462 of the Maricopa County Department of Transportation Supplement to MAG, latest edition; and as modified herein this section. All existing pavement markings will be surveyed by the Contractor, incidental to the cost of Item for Temporary Pavement Markings, prior to asphalt milling. The Contractor will use this survey as a striping plan after paving is completed. Areas to be marked shall will be free of debris and swept prior to marking installation. Contractor shall spot entire project before applying pavement markings. Contractor shall contact the City of Tempe Construction Manager and City of Tempe Traffic Division project inspector in order to make arrangements for inspection prior to applying any pavement markings. The permanent pavement marking plans may be modified as directed by the City Traffic Engineer. Any striping applied before inspection shall be removed and re-striped at the Contractor’s expense.
inspection prior to applying any pavement markings. The permanent pavement marking plans may be modified as directed by the City Traffic Engineer.

All turn lane arrow symbol dimensions shall follow Maricopa County DOT Pavement Marking Manual Standard 4-13. All turn lane arrow symbol placement shall follow Maricopa County DOT Pavement Marking Manual Standard 4-14.

Any striping applied before inspection shall be removed and re-striped at the Contractor's expense. Permanent markings shall begin thirty (30) calendar days after each new pavement placement section is complete. Areas to be marked will be free of debris and swept prior to marking installation.

Product Submittals:
Prior to application of temporary pavement markings, the Contractor shall submit to the Engineer for approval the material manufacturer’s product specifications and installation recommendations. Installation recommendations shall include surface preparation, product installation, and curing requirements.

Measurement and Payment:
Thermoplastic pavement symbols and legends will be measured by each unit applied. Each pavement symbol and each legend, as shown on the Plans, will be considered a unit.

Measurement and payment for the accepted quantities of thermoplastic pavement markings of the type specified, measured as provided above, will be paid for at the contract unit price, complete in place, including pavement surface preparation and glass beads.

ITEM NO. 18 – RAISED PAVEMENT MARKERS
Description:
The Contractor shall provide all materials, equipment and labor to apply raised pavement markers to the new pavement conforming to Section 463 of the Maricopa County Department of Transportation Supplement to MAG, latest edition. The raised pavement markers shall be raised reflective pavement markers per FHWA MUTCD 3B.11, 3B.12, 3B.13, 3B.14 and adhered to the street following the manufacturer’s recommendations. Pavement markers for fire hydrant locating shall also be replaced and/or installed per MAG Standard Detail 122.

Areas with markers to be applied shall be free of debris and swept prior to marking installation. Marker locations may be modified as directed by the City Traffic Engineer; Contractor shall contact the City of Tempe Construction Manager and City of Tempe Traffic Division project inspector in order to make arrangements for inspection prior to applying any pavement markers.

Product Submittals:
Prior to application of raised pavement markings, the Contractor shall submit to the Engineer for approval the material manufacturer’s product specifications and installation recommendations. Installation recommendations shall include surface preparation, product installation, and curing requirements.

Measurement and Payment:
Measurement and payment will be at the contract unit price per each and shall be full compensation for the item complete in place.

ITEM NO. 19 – PERFORMED GREEN TAPE W/BIKE GUY & ARROW (THERMOPLASTIC)
Description:
The Contractor shall provide all materials, equipment and labor to apply green thermoplastic preformed pavement marking. The symbol shall be applied only on the asphalt section of the pavement and shall be fifty
(50) feet in length and five (5) feet in width, as indicated in the plans. The material shall be Ennis-Flint Pre-Mark.

Measurement and Payment:
Measurement and payment for the accepted quantities of green tape w/bike guy and arrow pavement markings of the type specified, measured as provided above, will be paid for at the contract unit price, complete in place, including pavement surface preparation and glass beads.

**ITEM NO. 20 – STAMPED CROSSWALK**

**Description:**
The Contractor shall provide all materials, equipment and labor to install Stamped Crosswalk with this bid item. Crosswalk areas and banding at crosswalks shall be Ennis Flint TrafficPatternsXD product.

The stamped asphalt pavement (herein as “System”) shall be applied at the intersection of Rural and Elliot. The stamped asphalt pavement installation must take place thirty (30) days after installation of asphalt rubber pavement.

The stamped asphalt pavement width shall be 14 feet, non-inclusive of the width of the border. The stamped asphalt pavement length shall extend from each opposing lip of gutter and fall on center with the truncated domes. The design pattern shall be 12-inch square tile (Product Code XDG-20-61-263) in Colonial Brick Color. The stamped asphalt pavement shall also have cobble border (Product Code XDG-18-1-205) in Sonoma Sand Color.

Contractor performing this work shall be a level two street print applicator and shall be licensed.

The Contractor shall have a foreman, supervisor, or lead hand on site that has successfully completed a street print level two accreditation program. Contractor performing this work shall have compiled a minimum yearly allowance of 50,000 square feet in three or more projects and training. Contractor shall furnish evidence of applicator certification to the City of Tempe.

The air temperature shall be at least 50°F and rising before applying the surface system products. There shall be no precipitation expected within 24 hours after applying. After the surface treatment products have been applied, the treated asphalt shall not be exposed to vehicular traffic until after eight hours or overnight, whichever is longest.

The imprinted aggregate reinforced thermoplastic preformed pavement marking system shall be supplied in panels measuring 2 ft. x 2 ft. [±1/4 in.] (.61m x .61m [±3mm])

The system must be able to be applied to asphalt surfaces without preheating the application surface to a specific temperature. The system must be able to be applied in temperatures down to 45°F (7°C) without any special storage, preheating or treatment of the material before application.

The system is applied to asphalt pavement using proprietary reciprocating infrared heating equipment. A two-part epoxy sealer specified by the manufacturer must be applied to the substrate prior to preformed thermoplastic application to ensure proper adhesion, and to provide reinforcement for larger volumes of material. Immediately following sealer application, panels of aggregate reinforced preformed thermoplastic are positioned properly on the asphalt substrate. The preformed thermoplastic is then heated to the required melting temperature. Additional aggregate may be applied to the preformed thermoplastic surface as needed following the melting process, to achieve added friction properties and a uniform surface appearance. As the material is cooling, it is imprinted with a vibratory plate compactor and a template made from 3/8 in. (9.5 mm) flexible
wire rope in the required design (color and pattern) to create crisp, clean lines which define the pattern. The system shall utilize a resilient, aggregate reinforced preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements must have a minimum hardness of 6 (Mohs scale).

The system must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.

**MANUFACTURING CONTROL AND ISO CERTIFICATION:** The system manufacturer must be ISO 9001:2015 certified for design, development and manufacturing of preformed thermoplastic, and provide proof of current certification.

**PREFORMED THERMOPLASTIC MATERIAL:** Must be composed of an ester modified rosin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements. Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material. The material conforms to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and potentially being of a color different from white or yellow.

**PIGMENTS:**

White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

Other Colors: The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Skid Resistance: The surface of the material shall contain factory applied anti-skid/anti-slip elements with a minimum hardness of 6 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance: The surface of the material shall contain factory applied anti-skid/anti-slip elements with a minimum hardness of 6 (Mohs scale). Upon application the material shall provide a minimum static friction of coefficient of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness: The material must be supplied at a minimum thickness of 150 mil (3.8mm).

Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

Storage Life: Any material used in this project must not have been stored for 12 months, if stored indoors and protected from the elements.

**SPECIALIZED APPLICATION EQUIPMENT:**

Stamping Templates: A wire rope template is required in the execution of the System. The template is used for imprinting the defined pattern once the preformed thermoplastic has been applied. The wire rope diameter for the imprinting template used for the specified pattern is 3/8 in. (9.5mm). The stamping templates are distributed
Heating Equipment: The System manufacturer shall distribute reciprocating infrared heating equipment designed specifically to elevate the temperature of the preformed thermoplastic material and asphalt pavement without adversely affecting it. The primary heating unit must employ a bank of propane-fired infrared heaters, mounted on a track device that allows the heater bank to reciprocate back and forth over a designated area, thereby allowing the operator to monitor the temperature of the preformed thermoplastic at all times during the pavement heating process.

A smaller, mobile infrared heater distributed by the System manufacturer is designed specifically to heat areas such as borders and narrow areas that are inaccessible to the primary heaters. This secondary heater also allows the operator to monitor the temperature of the preformed thermoplastic at all times during the heating process.

An approved hand-held propane heat torch distributed by the System manufacturer shall be used to heat isolated areas of the preformed thermoplastic.

Sealer: A two-part epoxy sealer specified and distributed by the System manufacturer must be applied to the substrate prior to material application to ensure proper adhesion, and to provide reinforcement for larger volumes of material.

Specialized Sealer Dispensing Gun: Used to dispense the required two-part epoxy sealer onto the substrate. The sealer dispensing guns are distributed by the System manufacturer.

Hand Held Finishing Tool: Enables the applicator to complete the imprinting of the thermoplastic in areas around permanent structures, such as curbs and manholes covers, which may be inaccessible to the stamping template. The hand-held finishing tools are distributed by the System manufacturer.

Aggregate: Supplemental anti-skid/anti-slip elements to be applied to the surface of the molten thermoplastic as needed, if the factory applied anti-skid/anti-slip elements embed too deeply into the surface of the molten thermoplastic material during the heating process. (Embedded aggregate is exposed upon wear for extended skid resistance.) The aggregate is distributed by the System manufacturer.

Air Powered Spray Hopper: Used to spray supplemental anti-skid/anti-slip elements (aggregate) on the surface of the molten preformed thermoplastic in a uniform manner. The air powered spray hoppers are distributed by the System manufacturer.

Vibratory Plate Compactor (700-900 lb.): Shall be used for pressing the 3/8" (9.5mm) wire rope stamping templates into the thermoplastic to create the specified pattern in both the thermoplastic and asphalt substrate. The System manufacturer does not supply vibratory plate compactors.

APPLICATION (Asphalt Substrate Only):

Manufacturer Certified Applicator Requirement: The System shall be supplied and applied only by an applicator certified by the System manufacturer. The applicator shall provide proof of current certification before commencing work. The Certified Applicator shall follow the System manufacturer’s current published application procedures.

Substrate Condition: The System must only be applied to a stable, high quality asphalt pavement substrate over a stable base that is free of defects, as per the manufacturer published Substrate Guide. The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials,
and chemical residue.

Procedure: The System is applied to asphalt pavement using proprietary reciprocating infrared heating equipment. The material must be able to be applied at ambient and road temperatures down to 45°F (7°C) without any preheating of the pavement to a specific temperature. A two-part epoxy sealer specified by the manufacturer must be applied to the substrate prior to preformed thermoplastic application. Immediately following sealer application, the panels of aggregate reinforced preformed thermoplastic are positioned properly on the asphalt substrate with the aggregate side facing up. The preformed thermoplastic is then heated to the required melting temperature. Additional aggregate may be applied to the preformed thermoplastic surface as needed following the melting process. As the material is cooling, it is imprinted with a stamping template made from 3/8 in. (9.5 mm) flexible wire rope in the required design using a vibratory plate compactor. The preformed thermoplastic material is then allowed to cool thoroughly before being opened to vehicle or pedestrian traffic. (Consult the manufacturer’s published application procedures for complete information.)

Contractor shall use sufficient masking to ensure that the surface system products are applied only where specified. Masking shall be complete and no overspray onto non-designated coated surfaces shall be allowed.

After the application and curing of color coats, the contractor shall apply sealer over entire surface in Accordance with manufacturer’s directions. Contractor shall leave the application clean and free of defects upon completion.

Contractor shall repair all damaged or other unsuitable areas prior to inspection by the City of Tempe at no expense to the City of Tempe. Contractor shall also repair any unsuitable areas as determined by inspection by the City of Tempe at no expense to the City of Tempe.

PACKAGING:

The preformed thermoplastic material shall be packaged in cardboard cartons with a plastic sheet between each layer of preformed thermoplastic. The cartons in which packed shall be non-returnable and shall not exceed 25 in. (.64m) in length and 25 in. (.64m) in width. The cartons shall be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds (32 kg). A protective film around the carton must be applied in order to protect the material from rain or premature aging.

Product Submittals:
Prior to application of stamped asphalt crosswalk, the Contractor shall submit to the Engineer for approval the manufacturer’s product and technical data prior to installation. Contractor shall submit a sample of the stamped asphalt material prior to installation for approval by the City of Tempe. The applicator shall provide proof of current certification before commencing work.

Measurement and Payment:
Measurement and payment will be at the contract unit price bid per square foot and shall be full compensation for the item complete in place.

ITEM NO. 21 – DETECTOR LOOP REPLACEMENT
Description:
The Contractor shall provide all materials, equipment and labor to replace existing traffic detector loops damaged or destroyed during construction. The loops shall be installed, in accordance with City of Tempe Standard Detail T-575 and the Maricopa County Department of Transportation Supplement to the MAG Section 473.
Loops are located at:
- Rural Road at Carver Road – east leg: bicycle loop (1)
- Rural Road at Warner Road – north and south leg: left turn lane (2)

Measurement and Payment:
Measurement and payment will be at the contract unit price per each and shall be full compensation for the item complete in place.

ITEM NO. 22 – REMOVE AND REPLACE EXISTING ASPHALT PAVEMENT
Description:
This item consists of patching of areas where the base has failed; removing and regrading of pavement due to areas where cross-slope or running-slopes do not provide an acceptable transition after concrete installation; or other serious pavement distresses are present, as deemed by the Engineer or Construction Manager.

Removal of existing ABC pavement and other items necessary for the improvement shall conform to the provisions of Section 350 of the MAG Specifications. Asphalt concrete pavement removal shall be cut in accordance with Section 336.2 of the MAG Specifications. All surplus materials shall be immediately hauled from the job site and disposed in accordance with Section 205 of the MAG Specifications.

The subgrade shall be constructed and compacted true to line and grade as specified in Section 301 of the MAG Specifications. All soft or unsuitable material shall be removed to a depth of not less than 6” and replaced with a material satisfactory to the City’s Construction Manager; and Section 301.3 of the City of Tempe Supplement to the MAG Specifications.

Asphalt concrete pavement shall conform to MAG Specifications 321 and 326 and the City of Tempe Supplements. The mix type for the ABC pavement shall be East Valley Asphalt Committee (EVAC) ¾” mix or approved equal. The thickness and gradation of ABC pavement shall match existing or per Tempe Detail T-313, whichever is greater.

The estimated quantity of this item in the bid package is an estimated need and shall not go over this amount without prior approval of the Engineer. There is no guarantee that this estimated amount will be met and will greatly depend on the condition of the base/surface course and/or the cross slopes or running slopes after concrete installation.

All work under approved under this bid item must be complete prior to beginning of milling.

Product Submittals:
Prior to beginning work for this bid item, the Contractor shall submit the mix design for EVAC/MAG ¾ inch conventional mix, or approved equal to the Engineer for approval.

Measurement and Payment:
Measurement and payment shall be made at the contract unit price bid per square yard and shall be full compensation for the item complete and in-place.

ITEM NO. 23 – STREET CRACK SEALING
Description:
This item consists of cleaning and filling cracks greater than one-fourth (1/4) inch and less than one and a half (1 ½) inch in AC pavement. Crack sealing shall be performed for the pavement to be microsurfaced as identified in the MAPBOOK. All crack sealing must be completed a minimum of fourteen (14) calendar days before microsurfacing begins.
In addition, crack sealing of the joint between the old and new asphalt will be required at the following intersections after new asphalt rubber pavement is installed. These locations shall be incidental to this item:

- Rural Road at Bell de Mar Drive
- Rural Road at Elliot Road
- Rural Road at Secretariat Drive
- Rural Road at Carver Road
- Rural Road at El Freda Rd
- Rural Road at La Vieve Ln
- Rural Rd at Myrna Ln
- Rural Rd at Knox Rd
- Rural Rd at Alexander Blvd
- Rural Rd at Gail Dr
- Rural Rd at Ray Rd

All cracks will be clean and dry when sealed. Crack cleaning shall be done using high-pressure air vacuum recovery equipment (vactor system). This cleaning must be performed immediately ahead of the sealing operation.

Sealant will be applied at a minimum temperature of 350 degrees to clean, dry pavement. Sealant will be applied, level with a V-shaped rubber squeegee, in a simple band-aid or standard recessed band-aid configuration with a maximum overband thickness of 1/8 inch. Sealant must be applied, under pressure, in continuous motion with the applicator opening over the crack channel so that the channel is filled from the bottom up to prevent air being trapped beneath the sealant. Under-filled cracks will be resealed. It may be necessary to sand or apply detacking spray to sealed areas prior to opening the area to traffic. The sealant shall be a Crafco PolyFlex 3 or equal as approved by the Engineer.

**Product Submittals:**
Prior to beginning work for this bid item, the Contractor shall submit the product data sheet for Crafco PolyFlex 3 to the Engineer for approval.

**Measurement and Payment:**
Crack sealing shall be measured by the square yards of asphalt concrete surface area sealed.

Payment for this item will be made at the contract unit price bid per square yard of road area sealed and accepted with crack sealant material. Payment will be full compensation for all labor, materials, traffic control, and equipment necessary for the item complete and in place.

**ITEM NO. 24 – FULL WIDTH MILL EXISTING AC PAVEMENT**

**Description:**
This item shall consist of cold planning of existing asphalt 1.25 inches below the lip of gutter and curb to curb while maintaining the slope defined in City of Tempe Detail T-311, T-312 and/or T-313. The Contractor shall not mill existing pavement until the Engineer approves the rubberized asphalt concrete mix design. The Contractor shall mill, or remove by other means, existing raised pavement markers.

A fog spray for dust control will be required for full width milled surfaces. Application rate shall be 0.04 gallons per square yard.
Full width milling shall occur on the following locations:
- Rural Road between Elliot Road and Ray Road, and adjacent cross-streets as identified in the MAPBOOK

Existing asphalt concrete pavement shall be removed in accordance with these special provisions, using equipment specifically designed to remove such material by means of grinding or chipping, to a controlled line and grade. The equipment shall be capable of removing the existing pavement within one-eighth inch (1/8") of the specified removal depth. The removal shall be accomplished in a manner which does not destroy the integrity of the remaining pavement and which does not result in a contamination of the milled asphalt concrete with the underlying base material. Only equipment capable of removing material in the above stated manner shall be used.

Asphalt concrete pavement adjacent to small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas. The equipment must be capable of removing asphalt concrete of the specified thickness without damage to or displacement of the adjacent object(s). Roadway without intersecting roads, curb and gutter, etc. will not require asphalt milling unless requested by the Engineer.

The Contractor shall sweep the roadway to the satisfaction of the Engineer, prior to the application of the tack coat. The Contractor shall have a power pick-up broom available on the job site at all times during the overlay operation to assure clean joints and to maintain a clean street prior to overlay operations, or other work. Regular power brooms (non pick-up) may not be used in residential areas, and are not approved for use on this project.

The Contractor must be alert of any locations where the mill height is leaving ½" or less of a previous asphalt lift. If the asphalt is brittle and shows sign of breaking up the mill depth must be increased to remove the existing previous lift entirely and scarify the lift below. Areas where asphalt milling has resulted in exposure of the base, areas shall be repaired per Item No. 22 of this specification, with Engineer approval.

The Contractor may mill and place rubberized asphalt concrete pavement in separate operations, provided the milled area is filled with asphalt-rubber concrete within 24 hours. Any damage done to the remaining surface by traffic or other circumstances not identified as an area covered under Item No. 22 and prior to the placement of rubberized concrete, shall be repaired by Contractor as specified by the Engineer at no additional cost to the City.

The Contractor shall be responsible for maintaining and protecting all work in progress and shall schedule removals and construction in a manner that minimizes inconvenience to the public and exposure of partially completed work to damage and weather.

Areas where the construction operation results in a transverse joint between the milled and non-milled surface, the contractor must construct a transition at the joint utilizing cold mix. The joint transition must extend 4 inches horizontally for every 1.5 inches vertically. For any areas where the construction operation results in a longitudinal joint between the milled and non-milled surface, the contractor must place W8-11 Uneven Lane signs in these areas per the MUTCD.

The Contractor will apply only enough water to achieve compaction and maintain dust control. Surplus material shall be hauled from the job site and disposed of in accordance with Section 205 of the MAG Specifications. Dust control measures the Contractor plans to utilize must be submitted to Tempe prior to hauling material.

Measurement and Payment:
Measurement shall be by the square yard of existing AC pavement milled.

Payment will be made at the contract unit price bid per square yard. Payment shall be full compensation for all work associated with this item including but not limited to milling/pulverizing, re-grading, compaction, removal of excess material and proper disposal of all waste and millings.

**ITEM NO. 25 – TYPE III MICRO SURFACE**

**Description:**
This item includes all labor, materials, tools and equipment required for preparation and installation microsurfacing per MAG Section 331 and MAG Section 714 and as modified herein. Where applicable, all items shall conform with City of Tempe Standard Specifications.

The microsurfacing binder shall be Cationic Polymer Modified emulsion that meets requirements of MAG Section 714.3. The microsurfacing aggregate gradation shall meet the requirements of Table 715-1 in MAG Section 715 for Type III aggregate. The application rate shall be 30 pounds of aggregate/square yard with a tolerance of +/- 2 pounds per square yard.

**Measurement and Payment:**
Measurement and Payment shall be by the square yard of pavement where microsurface is applied.

**ITEM NO. 26 – TACK COAT**

**Description:**
The Contractor shall provide all materials, equipment, and labor required for applying a tack coat per MAG Section 329.

**Measurement and Payment:**
Measurement and payment will be made at the contract unit price bid per ton and shall be full compensation for the items complete in place.

**ITEM NO. 27 – ASPHALT RECYCLING AGENT**

**Description:**
The Contractor shall provide all materials, equipment, and labor required for applying an asphalt recycling agent per MAG Section 327.2 and MAG Section 327.4. In addition to Section 327.2, a low viscosity-recycling agent shall be used. An ERA-1 under the Arizona Department of Transportation Standard Specifications Section 105, Table 1005-3 (cyclogen L or a comparable product) shall be used. In addition to MAG 327.4, the application of the recycling agent shall be estimated to be 0.10 gallon per square yard.

**Measurement and Payment:**
Measurement of Recycling Agent will be measured by the gallon of actual material used in place. Payment will be made at the contract unit price bid per gallon used in place and shall be full compensation for the items complete in place.

**ITEM NO. 28 – CONSTRUCT 1.5” OF PMARAC PAVEMENT (TERMINAL BLEND)**

**Description:**
This item includes all labor, materials, tools and equipment required for installation of overlay pavement identified in MAPBOOK as “Mill/Overlay”. The materials, mix design and installation of the rubberized asphalt shall comply with MAG Section 321 and 710 and as modified herein for Polymer-Modified Asphaltic Rubberized Asphalt Concrete Pavement, Terminal Blend.
1.0) The asphalt concrete mix should be 0.5 inch (12.5mm) dense graded 75 blow Marshall design for High traffic condition. The mix design shall be in accordance with Section 710 except for the blow count and binder content range. The design binder content shall be a minimum of 6.0% for Arterials and a minimum of 6.2% for other street classifications. Production tolerances are per MAG specifications and shall be +/- 0.4%. The design pavement thickness is 2.0 inches unless otherwise noted.

2.0) The asphalt cement shall be terminal blended, crumb rubber and polymer-modified SHRP Graded PG 76-22 TR+ in accordance with the requirements of the Asphalt Institute’s Performance Graded Asphalt Binder Specification and Testing Manual, SP-1, except as modified below:

<table>
<thead>
<tr>
<th>BINDER COMPOSITION</th>
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<tbody>
<tr>
<td>10 +/- 1% Ground Tire Rubber</td>
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<tr>
<td>90 +/- 3% Asphalt Cement</td>
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<tr>
<td>2% Minimum SBS Polymer or alternate as approved.</td>
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<tr>
<th>TYPE II GROUND TIRE RUBBER GRADATION</th>
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<tr>
<td>Sieve</td>
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<tr>
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<table>
<thead>
<tr>
<th>SHRP GRADED PG 76-22 TR+ SPECIFICATIONS (HOT CLIMATE)</th>
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<tbody>
<tr>
<td><strong>Property</strong></td>
</tr>
<tr>
<td>--------------</td>
</tr>
<tr>
<td>Ground Tire Rubber (percentage of weight of total asphalt cement)</td>
</tr>
<tr>
<td>COC Flash Point, °F</td>
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<tr>
<td>Softening Point, °F</td>
</tr>
<tr>
<td>Elastic Recovery @ 10° C, percent</td>
</tr>
<tr>
<td>Solubility, percent</td>
</tr>
<tr>
<td>Specific Gravity @ 60° F</td>
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<tr>
<td>Weight per Gallon @ 60° F</td>
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<tr>
<td>G* Sin δ @ 76° C @ 10 rad/sec, kPa</td>
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<tr>
<td>δ, Phase angle, Degrees</td>
</tr>
<tr>
<td>G* Sin δ @ 31° C @ 10 rad/sec, kPa</td>
</tr>
<tr>
<td>Creep Stiffness, TP1 S, -12° C @ 60</td>
</tr>
<tr>
<td>M-Value, -12° C @ 60 sec</td>
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</tbody>
</table>

**Mixture Spreading:**

Paving shall be accomplished with self-propelled mechanical spreading and finishing equipment per M.A.G. Section 321.5.2(A). The screed or strike-off assembly shall be equipped with a heating unit that maintains the temperature needed to prevent tearing of the pavement mixture during spreading. The spreading temperatures shall be in accordance with the approved job mix formula. The mixture shall not be placed on any wet surface or when weather conditions will otherwise prevent its proper handling or finishing. Mixtures shall be placed TS 25.
only when the ambient temperature is above 50°F. A ski not less than 30 feet must be used at all times on the through lane paving. A longer ski is preferred, if available. On the outside lanes the 30-foot ski must be placed in the gutter. Paving shall halt immediately if the auto screed controls fail and may not proceed without approval of the Construction Manager.

All asphalt hauled to the project by truck shall be deposited directly into the hopper of the paving machine. Direct deposit from the truck to the street surface will not be permitted.

Compaction and Rolling:
A minimum of two self-propelled two-axle steel-wheel rollers shall be furnished for each spreader and finisher. Rollers shall have a minimum roller weight of eight tons and maximum roller weight of 12 tons.

All rollers shall be equipped with pads and a watering system to prevent sticking of the paving mixture to the steel wheeled drums.

Initial or break down compaction shall commence immediately after mixture spreading and shall consist of three (3) full coverages before the pavement temperature reaches 200°F unless otherwise directed by the City of Tempe Construction Manager. A coverage shall be as many passes as are necessary to cover the entire width being paved with a pass being one movement of a roller in either direction.

Each coverage shall be complete before subsequent coverages are started. Final rolling, consisting of not less than one complete coverage, shall be used to smooth the surface of the mat. All rolling shall be accomplished without excessive aggregate fracturing or mixture shoving. Rolling shall be continuous until pavement temperature reaches 200°F.

The asphalt shall be compacted to a minimum of 95% of the 75 blow design density, as specified in the approved job mix formula.

Construction Procedures:
Immediately prior to applying the PMRAC, the surface shall be cleaned by sweeping, flushing, or other means necessary to remove all loose particles of paving, all dirt, and all other extraneous material. The surfaces shall be cleaned with a self-propelled pick-up broom. When necessary, cleaning shall be supplemented by hand brooms. This also includes the removal of grass or weeds that are growing in the joint between the street and the concrete gutter.

Pavements impregnated with grease, oil, or fuel shall be thoroughly cleaned. No hot lap transverse jointing will be allowed in the paving of the through lanes. When stopping the paving for the shift or for any reason the resulting transverse joint shall be formed on an angle of approximately 15 degrees from a line perpendicular to the centerline of the road.

The Contractor shall construct one-half of the street at a time. The Contractor will not be allowed to construct the remaining one-half of the street until traffic is allowed on the newly constructed one-half. The new pavement shall not be used for vehicular traffic of any kind until the asphalt has cooled to 180°F, or less, after final rolling. Traffic shall be prohibited from using the new pavement by utilization of flagging or ribbons placed between barricades. The Contractor, at his own expense, shall be responsible for repairing the new asphalt if damaged by vehicular traffic prior to cooling and curing.

The overlay longitudinal joints shall not be located within forty-eight inches (48") of an asphalt pavement edge or within a lane wheel path. The lane wheel path for a traffic lane is the entire lane width except the area within one foot of a traffic lane line stripe and except the center two feet of the lane. The lane wheel path for a designated bike lane is the entire lane width except the area within six inches (6") of a bike lane edge stripe.
Areas where the construction operation results in a transverse joint between the paved and milled surface, the contractor must construct a transition at the joint utilizing cold or hot mix. The joint transition must extend 4 inches horizontally for every 1.5 inches vertically. For any areas where the construction operation results in a longitudinal joint between the milled and newly paved surface, the contractor must place W8-11 Uneven Lane signs in these areas per the MUTCD.

Surface Protection and Traffic Control:
The Contractor will be responsible for centerline barricades until centerline stripes are placed.

Vehicular access to residences and businesses will not be permitted across the wearing course until dry. It will be the Contractor’s responsibility to control traffic and not allow traffic on or across wearing course until it is dry. Contractor is responsible for any damage that occurs due to failure by Contractor to control traffic.

Traffic control shall be provided by the Contractor in accordance with the Tempe Barricade Manual or as directed by the City of Tempe Traffic Division, Traffic Engineer. Permit applications and traffic control plans shall be submitted to Tempe Traffic Engineering via e-mail at trafficbarricade@tempe.gov.

Construction shall not commence without an approved Traffic Control Plan.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the aforementioned specifications and approved by Traffic Engineering Division.

Lime Water:
An application of lime water may be applied by the Contractor to the compacted rubberized asphalt concrete surface after final compaction, prior to opening the roadway to traffic as directed by the Engineer or field representative to cool the pavement to prevent tracking and pick-up. If the roadway is not to be opened to traffic that day, then no lime water shall be used.

The lime water solution shall be applied at the rate of approximately \( \frac{1}{2} \) gallon/square yard. The lime shall be mixed using a maximum of (1) one, 50-pound bag per 3,000 gallons of water. One (1) and only one (1) application will be permitted per day for that day’s production.

Product Submittals:
Prior to beginning work for this bid item, the Contractor shall submit to the Engineer for approval the Polymer Modified Asphalt Rubber Asphalt Concrete (Terminal Blend) mix design.

Measurement and Payment:
Polymer-modified asphaltic rubberized asphalt concrete shall be measured by the square yards. This measurement is for asphalt concrete for areas to be mill/overlay per MAPBOOK.

Payment for this item will be made at the contract unit price bid per square yard of road area paved.

Payment will be full compensation for all labor, materials, traffic control, and equipment necessary for the item complete and in place.

**ITEM NO. 29 – HOT-IN-PLACE RECYCLE**
**Description:**
The Contractor shall provide all materials, equipment, and labor required to perform Hot-In-Place Recycling per MAG Section 327, except as modified by Bid Item No 26; and as follows herein. The contractor shall perform...
heater scarification of up to 1 inch and add 1.5 inch of new Polymer-Modified Asphalitic Rubberized Asphalt Concrete Pavement, Terminal Blend.

Recycling agent (oil) shall be mixed into the existing pavement, laid back down and 1.5 inch of new polymer-modified asphalt rubber asphalt concrete, terminal blend shall be added and placed over the top of the recycled material. All work shall be performed in one single pass and all asphalt will be compacted in one pass.

Please see Attachment A for existing pavement thickness, asphalt core map and information.

Measurement and Payment:
Measurement of Pavement Recycling will be by the square yard completed and accepted. Payment for accepted quantities of Pavement Recycling will be made at the contract unit price bid per square yard and shall be full compensation for cleaning the existing pavement surface and heating, scarifying, redistributing and leveling the pavement.

ITEM No. 30 - PMARAC PAVEMENT (TERMINAL BLEND)
Description:
This item includes all labor, materials, tools and equipment required for installation of overlay pavement identified in MAPBOOK as “HIP Recycle”. The materials, mix design and installation of the rubberized asphalt shall comply with MAG Section 321, 327 and 710 and as modified herein for Polymer-Modified Asphalitic Rubberized Asphalt Concrete Pavement, Terminal Blend.

1.0) The asphalt concrete mix should be 0.5 inch (12.5mm) dense graded 75 blow Marshall design for High traffic condition. The mix design shall be in accordance with Section 710 except for the blow count and binder content range. The design binder content shall be a minimum of 6.0% for Arterials and a minimum of 6.2% for other street classifications. Production tolerances are per MAG specifications and shall be +/- 0.4%. The design pavement thickness is 2.0 inches unless otherwise noted.

2.0) The asphalt cement shall be terminal blended, crumb rubber and polymer-modified SHRP Graded PG 76-22 TR+ in accordance with the requirements of the Asphalt Institute’s Performance Graded Asphalt Binder Specification and Testing Manual, SP-1, except as modified below:

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<tbody>
<tr>
<td>Property</td>
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<tr>
<td>Original Physical Properties</td>
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Surface Protection and Traffic Control:
The Contractor will be responsible for centerline barricades until centerline stripes are placed.

Vehicular access to residences and businesses will not be permitted across the wearing course until dry. It will be the Contractor’s responsibility to control traffic and not allow traffic on or across wearing course until it is dry. Contractor is responsible for any damage that occurs due to failure by Contractor to control traffic.

Traffic control shall be provided by the Contractor in accordance with the Tempe Barricade Manual or as directed by the City of Tempe Traffic Division, Traffic Engineer. Permit applications and traffic control plans shall be submitted to Tempe Traffic Engineering via e-mail at trafficbarricade@tempe.gov.

Construction shall not commence without an approved Traffic Control Plan.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the aforementioned specifications and approved by Traffic Engineering Division.

Lime Water:
An application of lime water may be applied by the Contractor to the compacted rubberized asphalt concrete surface after final compaction, prior to opening the roadway to traffic as directed by the Engineer or field representative to cool the pavement to prevent tracking and pick-up. If the roadway is not to be opened to traffic that day, then no lime water shall be used.

The lime water solution shall be applied at the rate of approximately ½ gallon/square yard. The lime shall be mixed using a maximum of (1) one, 50-pound bag per 3,000 gallons of water. One (1) and only one (1) application will be permitted per day for that day’s production.

Product Submittals:
Prior to beginning work for this bid item, the Contractor shall submit to the Engineer for approval the Polymer Modified Asphalt Rubber Asphalt Concrete (Terminal Blend) mix design.

Measurement and Payment:
Polymer-Modified Asphaltic Rubberized Asphalt Concrete will be measured and paid by the ton in place. This measurement is for asphalt concrete to be utilized in Hot-In-Place Recycle Method.

Payment will be full compensation for all labor, materials, traffic control, and equipment necessary for the item complete and in place.

**ITEM NO. 31 – TRAFFIC CONTROL ALLOWANCE**

**Description:**
Traffic control shall be provided by the Contractor in accordance with the City of Tempe Traffic Barricade Manual updated March 2016, the Manual on Uniform Traffic Control Devices, and MAG Section 401, as directed by the City’s Transportation Division representative. Permit applications and traffic control plans shall be submitted to the City’s Traffic Engineer via email at trafficbarricade@tempe.gov.

No work shall begin prior to Tempe Traffic Engineer's approval of the proposed Traffic Control Plans.

At the time of the Pre-Construction Meeting, the contractor shall designate an American Traffic Safety Services Association (ATSSA) certified individual to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that all traffic (vehicle, bicycle, and pedestrian) is carried through the work area in a safe and effective manner.

The Contractor shall notify the Engineer seven (7) calendar days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping and removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

The Contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely useable at all times. Such measures as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used.

The Contractor shall notify residents and businesses within the project area. These actions shall occur a minimum of 14 calendar days prior to the start of construction to notify the public of construction-related restrictions.

Construction signs shall not be displayed to traffic for more than 24 hours prior to the actual start of construction. Signs shall be removed within 24 hours after completion of the construction. Plan preparation, signing, and public notification shall be considered incidental to other items of work and no specific measurement or payment will be made.

All existing signs in conflict with the construction signs shall be removed, covered with plywood, or relocated.

All Type II Barricades, Type III Barricades, and vertical panels shall be equipped with steady burning lights. All orange construction signs shall use high reflectivity sheeting. All signs to be used on the job during periods of darkness shall be reflectorized.

Flagmen and guards, while on duty, and safety devices shall conform to applicable City, and State requirements. It is the Contractor's responsibility to inform the Engineer of hazardous conditions immediately.

**Method of Measurement**
Traffic Control will be measured as an allowance. It shall be the Contractor’s responsibility to immediately notify the City when this item’s expenditure reaches 80% of the allowance amount.

TS 30
Basis of Payment
Traffic Control will be paid as measured above. The contract allowance price will be paid upon complete traffic control documentation submittal to and approval by the Construction Manager and shall be full compensation for the item, completed as defined and described above. The allowance for traffic control should not exceed $100,000 for this single complete item of work, with no mark-up, which shall be full compensation for the item complete in place.

ITEM NO. 32 – OFF DUTY POLICE OFFICER ALLOWANCE
Description:
An off-duty Arizona POST certified uniformed Police Officer will be present at the project site in accordance with these specifications. Off-duty officers may be required at signalized intersections per City of Tempe Traffic Engineering. Off-duty officers may not be used as flaggers as part of typical traffic control. Preference shall be given to City of Tempe Police Officers. All requirements must be met as listed in Exhibit J of the City of Tempe Utility Permit and Construction Manual, latest edition.

Measurement and Payment:
Off duty Police Officer will be measured as an allowance. It shall be the Contractor’s responsibility to immediately notify the City when this item’s expenditure reaches 80% of the allowance amount. The allowance for off duty Police Officer should not exceed $75,000.00 for this single complete item of work, with no mark-up, which shall be full compensation for the item.

ITEM NO. 33 – CITY OF CHANDLER PERMIT & COORDINATION ALLOWANCE
Description:
The allowance for this item shall cover all project costs associated with working near and within the right-of-way owned by the City of Chandler and shall include all coordination, fees, permits, flagmen, etc. All associated costs shall be incidental to the cost of this item. Furthermore, it shall be responsibility of the Contractor to make application and pursue any and all City of Chandler related permits on this project.

Measurement and Payment:
City of Chandler Permit Allowance will be measured as an allowance. It shall be the Contractor’s responsibility to immediately notify the City’s Construction Manager if this item’s expenditure reaches 75% of the allowance amount.

This allowance will not exceed $5,000 and will be a pass-through cost with no contractor mark-ups and shall be full compensation for the item.

ITEM NO. 34 – LANDSCAPE RESTORATION ALLOWANCE
Description:
This allowance provides up to $10,000 for the restoration of landscape removed or damaged during installation of concrete or other necessary items. Any services and tasks related to payment under this Bid Item must be approved, in writing, by the Engineer or Construction Manager prior to beginning work for said item. All items shall have back-up documentation for said items.

Measurement and Payment:
Landscape Restoration Allowance will be measured as an allowance. It shall be the Contractor’s responsibility to immediately notify the City when this item’s expenditure reaches 80% of the allowance amount.
The allowance for Landscape Restoration Allowance should not exceed $10,000.00 for this single complete item of work, with no mark-up, which shall be full compensation for the item.

**ITEM NO. 35 – CONCRETE ALLOWANCE**  
**Description:**  
This allowance provides up to $100,000 for additional concrete related items including but not limited to sidewalks, sidewalk ramps, curb and gutter, valley gutters and aprons and alley entrances as requested by the Engineer or Construction Manager. Any services related to coverage under this Bid Item must be approved, in writing, by the Engineer or Project Manager prior to beginning work for said item. All locations approved under this item must have supporting back-up documentation detailing the location, concrete item type, quantity and date approved. The Engineer and Construction Manager will perform field checks to verify quantities submitted. No payment will be made for items that are not pre-approved in writing.

**Measurement and Payment:**  
Concrete Allowance will be measured as an allowance. It shall be the Contractor’s responsibility to immediately notify the City when this item’s expenditure reaches 80% of the allowance amount.

The allowance for Concrete Allowance should not exceed $100,000.00 for this single complete item of mark, with no mark-up, which shall be full compensation for the item complete in place.