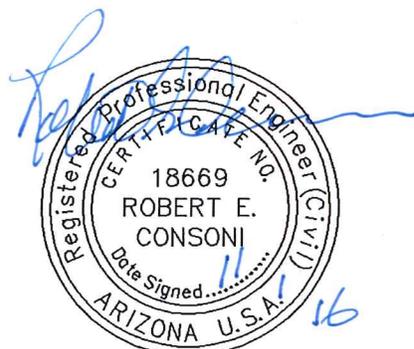




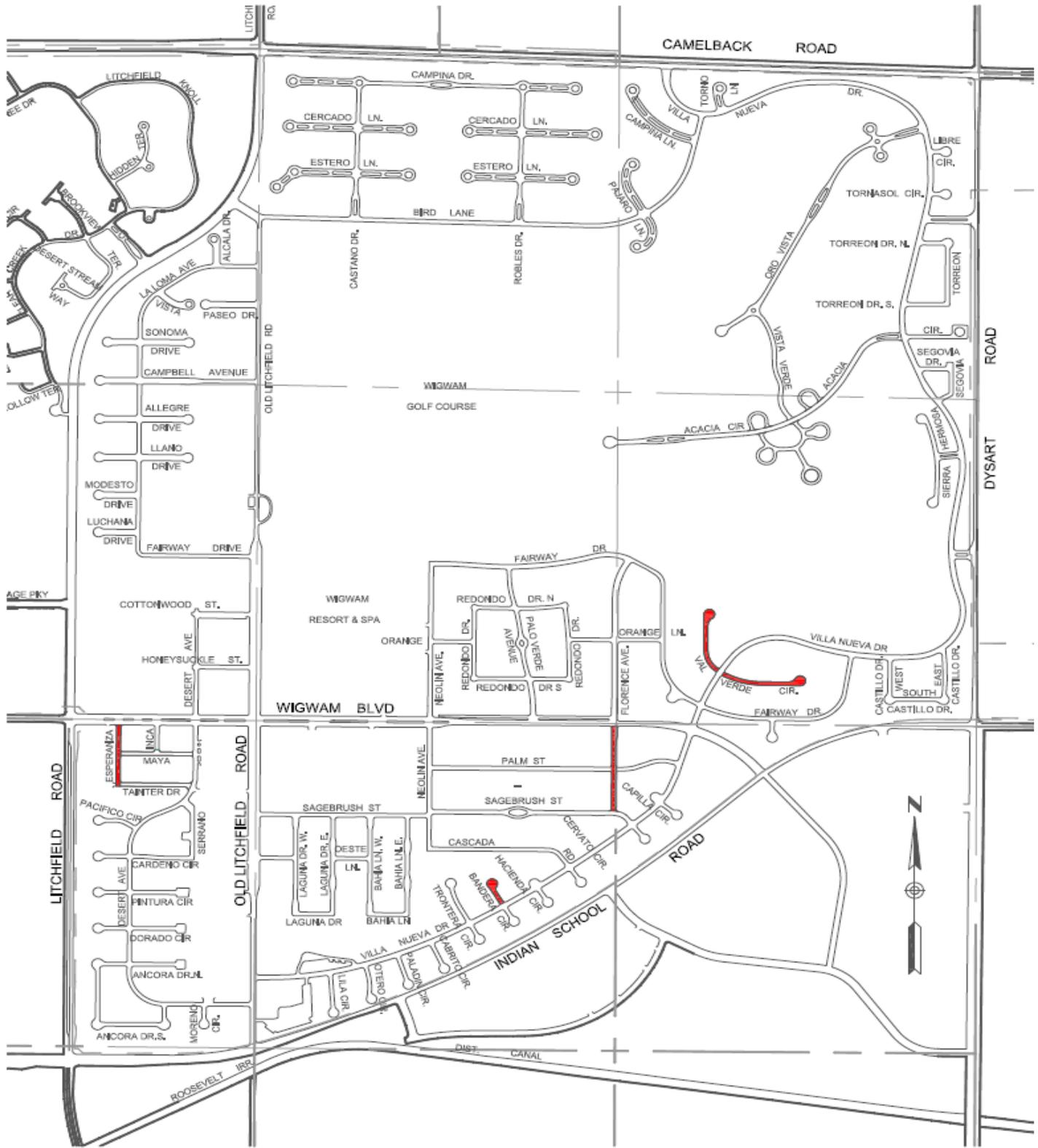
THE CITY OF  
**Litchfield Park**

**CONTRACT DOCUMENTS  
FOR  
FY 2017 PAVEMENT MAINTENANCE PROJECT  
MILLING & PAVING IMPROVEMENTS**

**BIDS ARE DUE AT THE CITY HALL  
ON OR BEFORE:  
10:00 a.m. Thursday, December 1, 2016**



EXPIRES 06/30/2017



# LEGEND

**MILLING & PAVING IMPROVEMENTS**



VICINITY PLAN  
N.T.S.

**CITY OF LITCHFIELD PARK**  
214 W. Wigwam Blvd.  
Litchfield Park, Arizona 85340

**INVITATION TO BID  
CITY OF LITCHFIELD PARK**

Sealed bids for the **FY 2017 PAVEMENT MAINTENANCE PROJECT - MILLING & PAVING IMPROVEMENTS** will be received by the City of Litchfield Park at City Hall, until **10:00 a.m., Thursday, December 1, 2016**. At that time, bids will be publicly opened and read aloud. Bidders are invited, but not required, to be present at the bid opening.

**PROJECT DESCRIPTION:**

**MILLING AND PAVING, AND OTHER RELATED ITEMS, ALL AS SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS.**

Copies of the Contract Documents for use in preparing bids may be obtained from the City of Litchfield Park's website, [www.litchfield-park.org](http://www.litchfield-park.org), under Bids & RFP's. Interested parties should provide email address for sending addenda to Robert Consoni at [robert.consoni@epsgroupinc.com](mailto:robert.consoni@epsgroupinc.com). All questions shall be in writing and directed to Robert Consoni at [robert.consoni@epsgroupinc.com](mailto:robert.consoni@epsgroupinc.com). The Bidder is responsible for obtaining any Addenda either through updates on the City website or by contacting Robert Consoni at 623.547.4661 extension 247.

Each bidder's proposal shall be made on the form furnished in the Contract Documents.

Contract Documents, with completed Bid Proposal, must be enclosed in a sealed envelope, together with a bid bond or certified check or cashier's check for ten percent (10%) of the total base bid,

**ADDRESSED TO:** City of Litchfield Park  
214 W. Wigwam Blvd.  
Litchfield Park, AZ 85340

**AND MARKED:** **FY 2017 PAVEMENT MAINTENANCE PROJECT  
MILLING & PAVING IMPROVEMENTS**

The successful Bidder will be determined on the basis of the lowest responsive and responsible Proposal. The City of Litchfield Park reserves the right to reject any or all Proposals, to waive any informalities, or irregularities in the Proposals received, and to accept the Proposal which in its judgment best serves the interests of the City.

The successful Bidder(s) will be required to furnish two (2) bonds. One (1) bond, to become effective upon award of the Contract, shall be a Performance Bond in a sum of one hundred percent (100%) of the contract price including any additions to the Contract. The Bond shall be effective throughout the construction period, including a one (1) year warranty period. The successful Bidder shall also furnish a Labor and Material Payment Bond, in the amount of one hundred percent (100%) of the Contract price, to become effective upon award.

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indicate any addition or deduction to the Contract price. Where such substitutions alter the design or space requirements indicated on the plans the CONTRACTOR shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether or not the specifications are met and the OWNER'S best interests are served as determined by the authorized representative and the OWNER.

5. Any bidder may withdraw his bid, either personally, by written request, or by telephone request, confirmed in writing, at any time **prior** to the scheduled closing time for receipt of bids.

**6. All proposals shall be submitted on the Form of Proposal and delivered in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. Each bid shall include a bid bond or certified check or cashier's check for ten percent (10%) of the total base bid and each bid shall be filed with the Clerk of the City of Litchfield Park, 214 W. Wigwam Blvd, Arizona, 85340, on or before date and time specified. Bids will be opened and publicly read aloud. It is the sole responsibility of the bidder to deliver his bid in proper time. Any proposal received after the scheduled closing time previously stated will be returned to the bidder unopened.**

7. The City of Litchfield Park reserves the right to reject any or all bids and proposals, to accept any proposals or alternate proposal and to waive any informality in bids received in considering the relative merits of the proposals. The award of the Contract, if made, will be to the lowest responsive and responsible bidder.

**8. The competency and responsibility of bidders and of their proposed subcontractors shall be considered in making the award. Each bidder being considered for this project must include with the Bid a list of at least three projects (preferably municipal) of a similar scope and size that he has completed within the prior twenty-four (24) months along with references for those projects. At the bidders discretion he may also submit additional representative projects that he has completed over the past five (5) years. Project references shall include owner name, contact person, address, phone number, fax number and email address. Furthermore, bidders are required to identify all subcontractors used in the performance of the work. Bidders shall complete the included Subcontractor Listing Form and include it with the Bid. If prior to the award of the Contract, the City has a reasonable and substantial objection to any subcontractor, the apparent low Bidder may, prior to the award, either withdraw his Bid without penalty, or may propose an acceptable substitution, provided that there is no change in the Bid cost. Failure of the Bidder to submit an acceptable substitute in a timely manner shall render his bid non-responsive.**

## **GENERAL CONTRACT CONDITIONS**

### **A. DEFINITIONS**

1. The "CONTRACT" is set forth in the Proposal Form and Contract Form and includes as part of the specifications the Invitation to Bid, Instructions to Bidders, General Contract Conditions, and Special Provisions, plus the contract drawings.
2. The "WORK" of the CONTRACTOR shall consist of furnishing all labor, materials, equipment, tools, contractor's equipment, supplies, transportation, superintendents' services, traffic controls, etc., necessary for the completion of the work shown, indicated or noted on drawings and/or on the specifications.
3. The words "OWNER, City or CITY" as used in these specifications, project drawings, or in the contract, refer to the City of LITCHFIELD PARK.
4. "CONTRACTOR" as used in these specifications or in the contract means the person, firm, or corporation with whom City of LITCHFIELD PARK has entered into contract to provide said services.
5. The authorized representative of the OWNER shall be Woodrow C. Scoutten, PE, W.C. Scoutten, Inc.

### **B. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

1. The drawings and specifications are complementary and any WORK called for on the drawings and not mentioned in the specifications or vice-versa, shall be performed as though fully set forth in both. In case of differences or conflicts between the specifications and drawings, the specifications will govern, figured dimensions shall take precedence over general drawings. Detail representations having the larger scale shall govern. The CONTRACTOR shall be responsible for certifying all grades, lines, levels and dimensions indicated on drawings and shall promptly report any inconsistencies before preparing shop drawings or before any WORK is fabricated or constructed.
2. In case of any discrepancy either in the drawings or in the specifications, the matter shall be promptly brought to the attention of the authorized representative, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without prior approval by the authorized representative shall be at his own risk and expense. The CONTRACTOR shall check and coordinate the WORK sufficiently in advance to minimize any delays that may result from a need to implement corrective action for an error or omission in the contract documents.

### **C. APPLICABLE LICENSES, LAWS, RULES AND REGULATIONS**

1. The CONTRACTOR shall, without additional expense to the OWNER, be responsible for obtaining a City of Litchfield Park business license and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations, in connection with the execution of the WORK including air quality permits as applicable.
2. The CONTRACTOR shall include in the WORK any labor, materials, services, apparatus or drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on drawings and/or specified.

#### **D. PROTECTION OF WORK, PEOPLE AND PROPERTY**

1. The CONTRACTOR shall continuously maintain adequate protection of all WORK from damage and shall protect the OWNER'S property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the OWNER, or due to causes beyond the CONTRACTOR'S control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the Contract Documents.
2. The CONTRACTOR shall take all necessary precautions for the safety of employees on the WORK site, including confined spaces safety, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and Engineering or Traffic codes to prevent accidents or injury to persons on, about or adjacent to the premises where the WORK is being performed.
3. The CONTRACTOR shall provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by the OWNER.

#### **E. UTILITIES FOR CONSTRUCTION**

The CONTRACTOR shall make all arrangements for and shall provide and pay for the main supply of all temporary utility services, including water as needed in the prosecution of the WORK.

The CONTRACTOR shall furnish for his operations all required equipment needed to provide sufficient Construction water for the duration of his Work. All water needed to complete the work will be furnished and paid for by the CONTRACTOR.

#### **F. SUPERVISION OF THE WORK**

The CONTRACTOR shall keep on this project a competent Superintendent and any necessary assistants, all satisfactory to the OWNER. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be binding as if given by the CONTRACTOR.

#### **G. WORKMANSHIP**

1. Where not more specifically described in any of the various Sections of these Specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion.
2. All WORK shall be executed by skilled journeymen, laborers or mechanics thoroughly trained in their respective lines of WORK.
3. When completed, all parts shall have been durably and substantially built and shall present a neat, workmanlike appearance.

## **H. SHOP DRAWINGS, SAMPLES, CATALOG CUT SHEETS, AND EQUIPMENT BROCHURES**

Detailed dimension shop drawings, samples, and/or equipment brochures and catalog cuts shall be submitted on all materials and equipment as required by other sections of this specification or the drawings or as specified by the OWNER. The CONTRACTOR shall submit five bound copies of each shop drawings to the authorized representative for approval. These items submitted for approval will be promptly reviewed, three copies of each submittal item retained and the remainder returned to the CONTRACTOR. No equipment or materials should be ordered until these shop drawings or brochures have been reviewed by the OWNER'S representative.

## **I. SITE INVESTIGATION AND REPRESENTATIONS**

1. CONTRACTOR acknowledges satisfaction as to the nature and location of the WORK, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the progression of the WORK, and all other matters which can in any way affect the WORK or the cost thereof under this contract. Any failure by the CONTRACTOR to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the WORK.
2. The OWNER assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the negotiation and execution of this contract, unless (1) such understanding or representations are expressly stated in the contract; and (2) the contract expressly provides that responsibility therefore is assumed by the OWNER.

## **J. CONTRACTOR'S RESPONSIBILITY**

1. The CONTRACTOR assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished WORK until final acceptance by the OWNER, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
2. The CONTRACTOR must indemnify and save harmless the OWNER against any claims filed for non-payment of his bills in connection with the contract WORK.
3. The CONTRACTOR shall be responsible for providing all construction staking and surveying needed to construct the work in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of work.
4. The CONTRACTOR, at the completion of the project, shall provide to the authorized representative of the OWNER manufacturers' equipment operation manuals and instructions; and a complete listing of all fixtures and components installed by the CONTRACTOR and his subcontractors which includes the manufacturer's name, parts number and specifications.

## **K. USE OF PREMISES**

1. The CONTRACTOR shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the authorized representative and shall not unreasonably encumber the premises with his materials.
2. Any damages caused to lawns, shrubs, windows, buildings, etc., shall be immediately repaired or replaced at no expense to the OWNER. The CONTRACTOR shall be responsible for the proper care and protection of all his materials, equipment, etc. They may be stored on the premises but placing of same shall be subject to the approval of the authorized representative.
3. Access to site and designation of parking areas for CONTRACTOR vehicles shall be in accordance with directives of the authorized representative.

## **L. OTHER CONTRACTS**

The OWNER may undertake or award other contracts for additional WORK or may undertake additional WORK with its own forces at the job site simultaneously with the WORK under this contract. The CONTRACTOR shall fully cooperate with such other CONTRACTORS or OWNER'S employees and shall fit his own WORK to such additional WORK as may be directed by the OWNER.

The CONTRACTOR shall not commit or permit any act which will interfere with the performance of WORK of any other CONTRACTOR or OWNER'S employees.

## **M. CONTRACTOR'S INSURANCE**

The CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum requirements:

1. Compensation Insurance - Worker's Compensation Insurance shall be provided for all of his employees employed at the site of the project and, in case any WORK is sublet, the CONTRACTOR shall require the subcontractor similarly to provide worker's Compensation Insurance for all of the latter's employees to be engaged at the site of the project unless such employees are covered by the protection afforded by the CONTRACTOR'S workers Compensation Insurance. In case any class of employees engaged in hazardous WORK under this contract at the site of the project is not protected under the worker's Compensation Statute, the CONTRACTOR shall provide, and shall cause each subcontractor to provide, protection equal to that required by law for the protection of his employees not otherwise protected.
2. General Liability Insurance - With a minimum combined single limit of \$1,000,000 each occurrence. The policy shall include coverage for bodily injury and personal injury, broad form property damage, blanket contractual, CONTRACTORS protective, products/completed operations, explosion and collapse, and underground hazards.
3. Comprehensive Auto Liability Insurance - With a combined single limit for bodily injury and property damage of no less than \$1,000,000 each occurrence, with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of this contract.

4. The insurance/policies provided by the CONTRACTOR shall be issued by a company which is acceptable to the OWNER and shall name the City of LITCHFIELD PARK as an additional insured in respect to liability arising in any manner out of the performance of any contract entered into between the named insured and The City of LITCHFIELD PARK or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order or otherwise required. The insurance policies shall specify that insurance afforded the CONTRACTOR shall be primary insurance, and that any insurance coverage carried by The City of LITCHFIELD PARK or its employees shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.
5. The CONTRACTOR shall furnish The City of LITCHFIELD PARK with a Certificate of Insurance as required by this section prior to issuance of a Notice to Proceed.

Each of the Certificates of Insurance shall contain a clause substantially in the following words:

**“It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until ten (10) working days after receipt by the City of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter.”**

6. Such insurance coverage obtained by the Contractor, other than Workmen’s Compensation Coverage, shall name the City, the City Engineer, the Design Engineer, and their directors, officers, principals, agents, attorneys, and employees as Additional Insured.

#### **N. NONDISCRIMINATION OF LABOR**

Equal Employment Opportunity - In connection with performance of the WORK under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin. The aforesaid provision shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post hereafter in a conspicuous place, available for employees and applicants for employment, notices to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause. To meet the requirements of E.O. 11246, as amended, dated May 8, 1978, the CONTRACTOR agrees to insert the above Equal Opportunity Clause in all subcontracts hereunder except suppliers of commercial supplies or raw materials.

#### **O. SALES AND USE TAX**

All applicable sales, use and other taxes shall be included in the Bid Amount. The CONTRACTOR agrees to comply with and to require all of his subcontractors to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to same. The CONTRACTOR further agrees to indemnify and save harmless the City of Litchfield Park of and from any and all claims and demand made against it by virtue of the failure of the CONTRACTOR or any subcontractor to comply with the provisions of any or all said laws and amendments.

**P. CHANGES IN WORK**

1. The OWNER may, from time to time, by written instructions or drawings issued to the CONTRACTOR, make changes in the drawings and specifications, issue additional instructions, require additional WORK, or direct the omission of WORK previously ordered, and the provisions of the contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original drawings and specifications.
2. If such changes are likely to cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of the contract, the OWNER will execute a formal Change Order based on detailed quotations received from the CONTRACTOR for the WORK related to the change. Change Orders affecting contract amount or time may be subject to approval by the City Council.

**Q. OWNER'S RIGHT TO CARRY OUT THE WORK**

If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents or fails to perform any provision of the Contract, the OWNER may, after seven days written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER.

**R. TIME FOR COMPLETION AND LIQUIDATION DAMAGES**

1. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning, rate of progress, and the time for completion of the WORK be done hereunder, are **Essential Conditions** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**Notice to Proceed**". The CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stated in the Proposal. He also shall consider that the OWNER needs the complete use of the facilities as quickly as possible.
2. In the event that the CONTRACTOR shall neglect, fail or refuse to complete the WORK within the time specified, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this contract, to pay to the OWNER such amounts as are specified elsewhere in these documents, not as a penalty, but as liquidated damages for such breach of contract hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the WORK. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the OWNER would in such event sustain.

## **S. REMOVAL OF RUBBISH AND FINAL CLEAN-UP**

The CONTRACTOR shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or WORK. No burning of trash or debris will be permitted on the site. The CONTRACTOR is responsible for locating sites and making arrangements for disposal of all materials removed from the site. Upon completion of the WORK under his contract, the CONTRACTOR shall remove all temporary structures, superfluous and waste materials of whatever kind both within buildings and around the site generally. The CONTRACTOR shall leave improvements in a "broom clean" condition and shall be responsible for the removal of all stains, paint spots, and accumulated debris, dirt or dust caused by both his operation and those of his subcontractors.

## **T. GUARANTEE-WARRANTY**

1. The CONTRACTOR shall, and hereby does, warrant and guarantee that all WORK performed under this contract will be free from defects of materials and workmanship for a period of twelve (12) months from the date of final acceptance of this WORK.
2. CONTRACTOR agrees that he will, at his own expense, repair and replace all such defective WORK which is found to be defective during the term of this warranty. Should CONTRACTOR fail to repair or replace such defective material and/or Workmanship within thirty (30) days after written notice from OWNER, the OWNER may perform the necessary WORK; and CONTRACTOR hereby agrees to reimburse the OWNER for actual cost.

## **U. FINAL INSPECTION, ACCEPTANCE AND PAYMENT**

1. The CONTRACTOR shall call for a final inspection of the WORK only after he has determined that all items of WORK have been completed in accordance with the contract plans and specifications.
2. When the project WORK is deemed substantially complete and suitable for occupancy and/or use by the OWNER, a Certificate of Substantial Completion will be issued establishing the warranty period start date.
3. Applications for final payment will not be accepted and processed until the OWNER'S authorized representative is satisfied that the WORK is satisfactorily completed, including "punch list" items; and that all manuals, documents, guarantees and "as built" drawings have been received.
4. The CONTRACTOR, when applying for partial payment of the Contract amount, shall submit a schedule of values of the various parts of the WORK and clearly indicate the percentage completion of the various parts, all in substantiation to the total payment for which application is being made.
5. In making partial or progress payments, there shall be a portion of the partial or progress payments retained by the OWNER in the amount of ten percent (10%) of the payment application in compliance with Senate Bill 1452 amending Title 32, Chapter 10, Article 2, of the Arizona Revised Statutes.

**CITY OF LITCHFIELD PARK  
CONTRACT AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand and Sixteen between:

**the OWNER:**           **CITY OF LITCHFIELD PARK  
214 W. WIGWAM BLVD.  
LITCHFIELD PARK, ARIZONA 85340**

**and the CONTRACTOR:**

**The PROJECT:**       **FY 2017 PAVEMENT MAINTENANCE PROJECT  
MILLING & PAVING IMPROVEMENTS**

**the OWNER and the CONTRACTOR agree as set forth below.**

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this **AGREEMENT**, the Project Specifications, all Addenda issued prior to and all Modifications issued after execution of the **AGREEMENT**. These form the Contract, and all are as fully a part of the Contract as if attached to this **AGREEMENT** or repeated herein and except for modifications after execution of this **AGREEMENT** are as follows:

Invitation to Bid  
Instructions to Bidders  
Technical Specifications, inclusive of Special Provisions  
Construction Drawings: Sheets 1 thru 8  
General Contract Conditions  
Contract Agreement  
Settlement of Claims  
Bid Schedule

**ARTICLE II  
THE WORK**

The **CONTRACTOR** shall perform all the **WORK** specified or indicated in the Contract Documents. The **WORK** is described as follows:

**MILLING AND PAVING IMPROVEMENTS AND OTHER RELATED ITEMS, ALL AS SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS.**

**ARTICLE III**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- A. The WORK to be performed under this contract shall be commenced in accordance with "B" below and, subject to authorized adjustments. Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
- B. It is hereby understood and mutually agreed, by and between the **CONTRACTOR** and the **OWNER**, that the date of beginning, rate of progress, and the time for completion of the WORK to be done hereunder, are **ESSENTIAL CONDITIONS** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**NOTICE TO PROCEED**". The **CONTRACTOR** agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the **CONTRACT TIME** stated in the Instructions to Bidders. He also shall consider that the **OWNER** needs the complete use of these facilities as quickly as possible.
- C. In the event that the **CONTRACTOR** shall neglect, fail or refuse to complete the WORK within the time specified, then the **CONTRACTOR** does hereby agree, as part consideration for the awarding of this Contract, to pay to the **OWNER** a sum in accordance with Table 108-1 of the MAG Standard Specifications, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the **CONTRACTOR** shall be in default after the time stipulated in the Contract for completing the WORK. The said amount is fixed and agreed upon by and between the **CONTRACTOR** and the **OWNER** because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the **OWNER** would in such event sustain.

**ARTICLE IV**  
**CONTRACT SUM**

The **OWNER** shall pay the **CONTRACTOR** based on additions and deductions by Change Order as provided in the Contract Documents, the contract sum of \$ \_\_\_\_\_.

The Contract sum is determined by the **CONTRACTOR'S** accepted sealed bid amount.

**ARTICLE V**  
**PROGRESS PAYMENTS**

Based upon applications for Payment submitted to the Authorized Representative by the **CONTRACTOR** and Certificates for Payment issued by the Authorized Representative, the **OWNER** shall make progress payments on the Contract Sum to the **CONTRACTOR** less retention from each payment in accordance with the latest revision of the Arizona State Statutory requirements. These Progress Payments will be for labor, materials and equipment incorporated in the WORK and/or material and equipment suitably stored for use on the project as approved by the Authorized Representative.

**ARTICLE VI**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the **OWNER** to the **CONTRACTOR** when the WORK has been completed, the Contract fully performed, a final Certificate for Payment has been issued, and the **CONTRACTOR'S** Affidavit regarding Settlement of Claims is completed.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

- A. **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- B. **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by the Consultant in the preparation of the Drawings and Specifications and which have been identified in the Special Provisions.
- C. **CONTRACTOR** has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
- D. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. **CONTRACTOR** has given Authorized Representative written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Authorized Representative is acceptable to **CONTRACTOR**.
- F. Terms used in the **AGREEMENT** which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- G. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party to this Contract (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- H. **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- I. The right is reserved by the **OWNER** to terminate, indefinitely postpone WORK or abandon the project. This Contract may be terminated by giving written notice to the **CONTRACTOR** at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the **OWNER** shall be liable to the **CONTRACTOR** only to the extent as provided by this Contract for materials supplied and WORK completed prior to the effective date of termination. The **OWNER** will comply with the latest revisions of the Arizona State Statutory requirements for negotiation of the contract termination.
- J. In the performance of this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or handicap. The **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder.
- K. **CONTRACTOR** agrees to indemnify, hold harmless, and defend the City of LITCHFIELD PARK, its officers, boards, commissions, employees, and agents from and against any and all claims, damages, suits and proceedings, regardless of the merits and from liability, punitive damages, costs or expense

of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the **CONTRACTOR** or anyone directly or indirectly employed by the **CONTRACTOR** and **CONTRACTOR** shall include a clause to this effect in all subcontracts.

- L. The **CONTRACTOR** agrees to provide insurance as required and specified in the General Contract Conditions.
- M. This Contract is governed by the laws of the State of Arizona. The Contract, including all Contract Documents, is subject to the provisions of Section 38-511 of the Arizona Revised Statutes.
- N. E-verify requirements: To the extent applicable under Ariz. Rev. Stat. § 41-4401, **CONTRACTOR** warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). **CONTRACTOR'S** breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the City may terminate the Agreement. The City retains the legal right to inspect the papers of **CONTRACTOR** who works on the Agreement to ensure that **CONTRACTOR** is complying with the above-mentioned warranty.
- O. Scrutinized Business Operations: To the extent applicable under Ariz. Rev. Stat. Title 35, Articles 7 through 9, **CONTRACTOR** certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in LAWS 2008 CH. 1 or LAWS 2008 CH. 295, as applicable. If the City determines that **CONTRACTOR** submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Contract in triplicate as of the day and year first herein written.

**CONTRACTOR:** \_\_\_\_\_

**CITY OF LITCHFIELD PARK  
214 W. WIGWAM BLVD  
LITCHFIELD PARK, ARIZONA, 85340**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**ATTESTED TO**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT  
SETTLEMENT OF CLAIMS**

DATE: \_\_\_\_\_

PROJECT NAME:    **FY 2017 PAVEMENT MAINTENANCE PROJECT  
                          MILLING & PAVING IMPROVEMENTS**

TO: The City of Litchfield Park

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment, and labor used in connection with the construction of the above, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$\_\_\_\_\_, as set forth in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of this project. The undersigned further agrees to indemnify and hold harmless \_\_\_\_\_ against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which \_\_\_\_\_ may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

**STATE OF ARIZONA    )**  
                                  **) SS**  
**COUNTY OF MARICOPA )**

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DO NOT DETACH AND SUBMIT SEPARATE FROM OTHER BID DOCUMENTS**

**CITY OF LITCHFIELD PARK  
FY 2017 PAVEMENT MAINTENANCE PROJECT  
MILLING & PAVING IMPROVEMENTS**

**BID PROPOSAL**

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized himself with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents for the sum indicated on the attached Bid Schedule, said sum to only be amended or altered in accordance with the Contract Documents.

It is agreed that payments may be increased to cover additional work ordered by the City, but not shown on the Plans or required by the Specifications in accordance with the General Conditions. Similarly, payments may decrease if work is deleted.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

In submitting this Proposal, it is understood that the right is reserved by the City to reject any or all Proposals and waive informalities or irregularities in Proposals. The City also reserves the right to delay the award of a contract for a period not to exceed sixty (60) days from the date of the opening.

The undersigned further agrees, if awarded the contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by him and understands that they are the Bidder's sole responsibility, and the City will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal although City may check and correct mathematical accuracy in evaluation of the bids.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Information for and Instructions to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Attached is a certified check without endorsement and with conditions payable to the City of Litchfield Park in the sum of ten percent (10%) of the total base bid drawn on a bank which is a member of Federal Reserve System or which is a member of the Federal Deposit Insurance Corporation, or a cashier's check for ten percent (10%) of the total base bid or a Bid Bond written by an approved surety company for ten percent (10%) of the total base bid.

The undersigned submits a bid guarantee pursuant to Section 34-201, Arizona Revised Statutes, payable to the City, equal to ten percent (10%) of the total base bid amount of this proposal, and agrees that said bid bond shall be given as a guarantee that the Bidder will enter into the Contract within the time herein stated if the award is made to him by the City; in case of the Bidder's refusal or failure to do so within ten (10) days of Notice of the Award of Contract, or within five (5) days after receiving notice from the City of the rejection of any objections to the Notice of Award, the bond will be forfeited.

The Bidder grants the City the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of sixty (60) days after the date of opening of said Proposals.

The undersigned Bidder further grants the City the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the City's needs.

Bidder agrees that the City has determined that a reasonable time for substantial completion of the work is **Sixty (60) calendar days**. The Bidder agrees that this proposal is submitted on this basis, subject to provisions contained in the Contract Documents relating to extensions of time, and agrees to plan and prosecute the work with such diligence that the work shall be completed within the time specified.

Bidder agrees that the City assumes no responsibility for any understanding or representation made by any of its Council members, officers or agents during or prior to the bidding and execution of the Contract, unless (1) such understanding or representations are expressly stated in the Contract or Addenda thereto, or (2) the Contract expressly provides that responsibility therefore is assumed by the City, or (3) said understanding or representation is contained in the information supplied to Bidders by the City or the City Engineer, or as information distributed pursuant to the Information for and Instructions to Bidders. The Bidder further understands that only the Mayor and Council of the City through action taken at a properly noticed meeting, can waive any term or condition or requirement of this Contract or of the bid.

Bidder agrees that all terms set forth in the Information for and Instructions to Bidders as well as all other Contract Documents shall be binding upon the Bidder if a Notice of Award is issued in favor of said Bidder by the City.

Bidder understands that this project is to be constructed in compliance with all City, state and federal laws, rules and regulations, which are applicable to the project and the Contractor and all work performed hereunder.

In making this proposal, the undersigned incorporates and acknowledges all definitions set forth in the Contract Documents.

The undersigned hereby submits this proposal and the accompanying Bid Schedule as its proposal to construct the improvements described in the Contract Documents.

Bidder has received all Addenda before submission of Bid, and has examined the same and has included them in the Contract Documents prior to submitting the Bid and has submitted the Bid based upon them.

**ADDENDUM ACKNOWLEDGEMENT**

The undersigned Bidder acknowledges receipt of the following addendum:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Contract is responsible for checking City of Litchfield Park Website for Addendums prior to the Bid Opening date and time.**

**<http://az-litchfieldpark.civicplus.com/index.aspx?nid=184>**

The undersigned is licensed in accordance with the Laws of the State of Arizona:

License Number \_\_\_\_\_ Class \_\_\_\_\_.

**NOW:** In compliance with the Invitation to Bid and all the provisions hereinbefore and after stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the Work for the prices set forth in the following Schedule(s) upon which award of contract is made.

**Individual**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Partnership**

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_, Partner

Other Partners: \_\_\_\_\_

\_\_\_\_\_

**Corporation**

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_, President

\_\_\_\_\_, Secretary

**Organized under the Laws of the State of \_\_\_\_\_**

Date: \_\_\_\_\_

SEAL

(If Bidder is a corporation)



## BID SCHEDULE

### CITY OF LITCHFIELD PARK FY 2017 PAVEMENT MAINTENANCE PROJECT MILLING & PAVING IMPROVEMENTS

**Bid Opening: Thursday, December 1, 2016 – 10:00 a.m.**

**BASE BID – BANDERA CIRCLE N., ESPERANZA DR (WIGWAM BLVD TO TAITNER DR), FLORANCE AVE (SAGEBRUSH ST TO WIGWAM BLVD), VAL VERDE CIR N., AND VAL VERDE CIR E.**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
1	Allowance for Extra Work	LS	1	\$ 20,000.00	\$ 20,000.00
2	Allowance for Off-Duty Uniformed Police Officer	LS	1	\$ 500.00	\$ 500.00
3	Full Depth Mill ( $\pm 3$ " ), Removal and Disposal of Existing Asphaltic Pavement	SY	9153		
4	Full Depth ( $\pm 2$ " ), Removal and Disposal of Existing Asphaltic Pavement	SY	23		
5	Removal, Disposal and Replacement of Aggregate Base Course per MAG, Contingency Item	CY	8		
6	Aggregate Base Course per MAG Sect. 310 & 702, Contingency Item	TN	8		
7	3" Asphaltic Pavement (D1/2 Marshall Mix, Low Traffic )	SY	9153		
8	2" Asphaltic Pavement (D1/2 Marshall Mix, Low Traffic )	SY	23		
9	Install Maricopa Edge per MAG Std Dtl 201, Type A	LF	11		
10	Adjust Existing Water Valve Box and Cover to Grade, MAG Std Dtl 391-1, Type A	EA	6		

## BID SCHEDULE

### CITY OF LITCHFIELD PARK FY 2017 PAVEMENT MAINTENANCE PROJECT MILLING & PAVING IMPROVEMENTS

**Bid Opening: Thursday, December 1, 2016 – 10:00 a.m.**

**BASE BID – BANDERA CIRCLE N., ESPERANZA DR (WIGWAM BLVD TO TAITNER DR), FLORANCE AVE (SAGEBRUSH ST TO WIGWAM BLVD), VAL VERDE CIR N., AND VAL VERDE CIR E.**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
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2	Allowance for Off-Duty Uniformed Police Officer	LS	1	\$ 500.00	\$ 500.00
3	Full Depth Mill ( $\pm 3$ " ), Removal and Disposal of Existing Asphaltic Pavement	SY	9153		
4	Full Depth ( $\pm 2$ " ), Removal and Disposal of Existing Asphaltic Pavement	SY	23		
5	Removal, Disposal and Replacement of Aggregate Base Course per MAG, Contingency Item	CY	8		
6	Aggregate Base Course per MAG Sect. 310 & 702, Contingency Item	TN	8		
7	3" Asphaltic Pavement (D1/2 Marshall Mix, Low Traffic )	SY	9153		
8	2" Asphaltic Pavement (D1/2 Marshall Mix, Low Traffic )	SY	23		
9	Install Maricopa Edge per MAG Std Dtl 201, Type A	LF	11		
10	Adjust Existing Water Valve Box and Cover to Grade, MAG Std Dtl 391-1, Type A	EA	6		

**BASE BID – Continued**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
11	Adjust Existing Manhole Frame & Cover to Grade, MAG Std Dtl 422	EA	5		
12	Adjust Existing Water Meter & Cover to Grade, MAG Std Dtl 390	EA	1		
13	Install Survey Monument per MAG Std Dtl 120, Type 'B'	EA	9		
14	Obliterate Existing Pavement Markings on Concrete Aprons, 4" Width	LF	12		
15	4" Pavement Marking (White Thermoplastic) (0.090 Mil)	LF	658		
16	Pavement Markers, Raised, Type BB, Blue	EA	3		
<b>Total Amount of Base Bid in Numbers (Items 1 – 16)</b>					
<b>TOTAL AMOUNT OF BASE BID PRICE IN WORDS :</b>					

**END OF BID PROPOSAL**

# **SPECIAL PROVISIONS**

## **1.1 WORK WITHIN CONTRACT DOCUMENTS**

All work mentioned or indicated within the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such construction is to be performed by others.

The CONTRACTOR shall be responsible for providing all construction staking and surveying needed to construct the work in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of work.

## **2.1 LOCATION OF WORK**

The Project is located in the City of Litchfield Park, Arizona. The proposed street improvements include but are not limited to:

Base Bid – Bandera Circle N., Esperanza Drive (Tainter Drive to Wigwam Blvd), Florence Avenue (Sagebrush Street to Wigwam Blvd), Val Verde Circle N., and Val Verde Circle E.

## **3.1 STANDARD SPECIFICATIONS**

The standard specifications for the City of Litchfield Park are the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition. Any section or any sub-section of any Standard Specification included within these Contract Documents by reference only is understood to be made part of these Contract Documents. The contractor shall have at least one copy of all referenced standard specifications and details at the job site at all times.

## **4.1 PRE-CONSTRUCTION CONFERENCE**

The Contractor's project superintendent and the Owner will attend a Pre-construction Conference, conducted by the Owner to discuss, although not limited to, the following:

- A. The scope of the project and the sequence and timing of all operations. Submission of Contractor's construction schedule, traffic control plan, and barricade plan.
- B. Owner and Contractor's respective authority and responsibilities.
- C. Notice to proceed date.
- D. Scheduling of work and the need to perform certain items at various stages of the project, including safety concerns which may arise because of the proposed work.
- E. The general requirements of quality control and testing. It should be clearly understood who will do the testing, what is to be tested, when it is to be tested, and the location and number of tests.
- F. Change orders, time extensions, payment requests, and liquidated damages.
- G. Notice to Residents

## **5.1 CONSTRUCTION SCHEDULE**

The Contractor shall submit to the Owner for approval, its proposed construction schedule at the Pre-construction Conference. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawing to the Owner for approval, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under the contract within the specified construction duration.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Owner a revised construction schedule for approval in advance of beginning revised operations.

In addition to the preliminary schedule, the Contractor shall prepare a weekly schedule to show all major elements of the work to be constructed in the next two (2) week period. This schedule shall consist of a neat, easy-to-read, bar graph format and shall be submitted to the Owner at the weekly progress meetings.

## **6.1 QUALITY CONTROL SAMPLING AND TESTING**

The Contractor shall be responsible for material sampling and testing to ensure quality control and to verify conformance with the Contract Documents. The Contractor shall utilize a certified testing laboratory and submit name and qualifications to the Engineer for approval. The Contractor shall be responsible for all costs related to QUALITY CONTROL SAMPLING AND TESTING.

Testing shall be performed as directed by the Owner or its representative. Should any tests fail, the Contractor shall be responsible for removal and replacement of the failed installed materials at no cost to the City.

There shall be no separate payment for this work. All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## **7.1 MEASUREMENTS AND PAYMENTS**

Replace MAG Subsection 109.2 with the following:

### **109.2 SCOPE OF PAYMENT:**

#### **109.2.1 Scope of Payment:**

The "complete-in-place" rate shall include but not necessarily be limited to all labor, material and equipment costs for preparation, installation, construction, modification, alteration or adjustment of the items, which shall include all costs for salaries and wages, all payroll additives to cover employee benefits, allowances for vacation and sick leave, company portion of employee insurance, social and retirement benefits, all payroll taxes, contributions and benefits imposed by any applicable law or regulation and any other direct or indirect payroll-related costs. The rate shall also include but not necessarily be limited to all costs for indirect charges or overhead, mileage, travel time, subsistence, materials, freight charges for material to Contractor's facility or project site, equipment rental, consumables, tools, insurance to the levels specified in the Contract Documents or in Section 103.6, CONTRACTOR'S INSURANCE, all applicable taxes, as well as Contractor's fee and profit. This rate shall further include all site clean-up costs and hauling of construction debris to disposal sites approved by the Engineer.

#### 109.2.2 Payment:

Payment will be made for only those items listed in the proposal and will not be made in accordance with the measurement and payment provisions of the Uniform Standard Specifications where this differs from the items listed in the proposal. All materials and work necessary for completion of this project are included in proposal items. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the unit price.

Payments shall be made at the unit price and will not be made for unused materials.

### **8.1 MOBILIZATION/DEMOBILIZATION**

Add the following to MAG Section 109:

#### 109.10 MOBILIZATION/DEMOBILIZATION

There shall be no separate payment for this item. Payment shall be made as part of the various Unit Prices bid in the proposal. All labor, materials and equipment necessary for completion of this item shall be included in the Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

### **9.1 TRAFFIC CONTROL**

Add the following to MAG Subsection 401.2, Traffic Control Devices:

All traffic control devices and their application shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) handbook and current revisions (United States Department of Transportation, Federal Highway Administration), the special provisions and any field modifications made by the Engineer.

Traffic cones shall be used during daylight hours and shall be a minimum of 711 mm (28") high. Daylight hours are defined as ½ hour after sunrise to 1/2 hour before sunset. All traffic cones shall have retroreflective bands installed as per MUTCD guidelines.

It shall be the responsibility of the Contractor to provide, erect, maintain, remove and/or relocate all temporary and existing traffic control devices and signal indications necessary to properly mark and control the construction area(s) for the safe and efficient movement of all roadway users.

The Engineer reserves the right to contact the traffic control subcontractor at any time to provide any materials or services deemed necessary for the safety of the public or workers. The cost of these materials or services shall be incidental to the unit price(s) bid.

The Contractor shall install temporary traffic control warning signs and devices prior to the start of any work and in accordance with the approved Traffic Control Plan (TCP).

All advanced warning construction signs shall be mounted on channels driven into the ground. EA. mile and half-mile point of the project shall be signed with construction and speed limit signs, mounted on channels driven into the ground and placed at locations where the need for relocation during construction is minimized.

All temporary traffic control devices shall be ballasted with sandbags or other approved ballast.

The Contractor shall mount signs on wind resistant, spring-type bases when conditions warrant or as requested by the Engineer.

The Contractor shall use warning lights to mark traffic control devices at night.

The Contractor shall mount Type B high-intensity flashing warning lights on all stop signs within the work zone.

The Contractor shall use an arrow board for all stationary or moving lane closures.

The Contractor is responsible for all costs incurred in replacing all lost or damaged traffic control devices and traffic control warning signs.

The Contractor shall notify the Engineer prior to the removal of any permanent traffic control devices. The Contractor shall remove (without damage) all permanent signs including signposts that are no longer applicable and deliver them to the City's maintenance yard.

Pavement markings used as an integral part of the Traffic Control Plan shall be kept distinct and visible during their use. Temporary pavement markings shall match and meet the markings in place at both ends of their usage.

Add the following to MAG Subsection 401.4, Traffic Control Measures:

Sequencing of work shall be such as to comply with these Special Provisions. The milling process shall not proceed more than **4 CALENDAR DAYS** ahead of the paving operation, including weekends and holidays. The Engineer shall have the final decision in determining the time period between milling operations and paving operations.

Construction shall not commence without an approved Traffic Control Plan (TCP). At the time of the pre-construction meeting, the Contractor shall submit preliminary TCPs for EA. phase of the work for review. The Contractor shall design the TCP using the posted speed limit existing prior to work starting as the design speed. The TCP shall show all striping, signing, barricading and distances for all devices for all movements of roadway users during EA. phase of construction. The TCP shall also show the duration with the start and end date of EA. phase. The City will within 10 working days review the plan and notify the Contractor of approval or changes needed.

The Contractor shall appoint a Traffic Control Technician (other than the superintendent/foreman or barricade subcontractor), who has been properly trained and certified in the application of work zone traffic control, to maintain all necessary traffic control devices. At the beginning and end of each workday, and periodically throughout the day, the Traffic Control Technician shall inspect the construction work site. The Traffic Control Technician shall ensure that all construction signs and barricades are standing upright in accordance with the approved TCP, free of dirt and debris and visible to intended traffic. At the end of the workday, all non-essential traffic control devices will be removed. The Contractor shall immediately correct deficiencies noted by the Engineer. The Contractor shall provide an after-hours pager and telephone number for the Traffic Control Technician at the pre-construction meeting.

The Contractor shall provide and maintain all necessary traffic control devices until acceptance of the project by the City.

All flaggers shall be properly trained and certified by a recognized source, such as the International Municipal Signal Association (IMSA) and shall carry proof of training with them at all times.

If the Contractor fails to provide adequate traffic control measures, the Engineer may have the work accomplished by other sources. The cost of having this work accomplished by other sources will be computed in accordance with Section 109.5. The total cost will be deducted from monies due or to become due to the Contractor.

Add the following to MAG Subsection 401.5, General Traffic Regulations:

The Maricopa County Sheriff Department shall be provided with the name and phone number of the Traffic Control Technician responsible for 24-hour maintenance of all traffic control devices.

A road closure for the convenience of the Contractor can only be accomplished with prior written approval from the City of Litchfield Park. Traffic restrictions are not permitted on major or collector streets during peak traffic hours of 6:00 a.m. to 8:30 a.m. and 4:00 p.m. to 7:00 p.m.

At signalized intersections, during peak hours, three lanes shall be open on all roads with four or less lanes with a center lane. During off-peak traffic hours, the minimum number of lanes shall be two lanes (one in EA. direction) on streets with four lanes or less.

For construction that requires movement of traffic from the normal travel lanes, temporary lane diversions may be used only during daylight hours and the normal traffic lanes shall be restored prior to the end of daylight hours. The Engineer, under unusual conditions, may authorize exceptions.

An appropriate regulatory speed limit sign shall be used where traffic is maintained on temporary detour roads, diversions, or on traffic lanes that are severely restricted.

Access to all adjacent properties shall be maintained whenever possible. When access cannot be maintained, Contractor shall notify the adjacent residents and businesses at least 48 hours in advance of the access closure. In no case shall the access be closed for more than four (4) hours. Access to fire stations, hospitals, police stations, and schools shall be maintained at all times. Access to existing bus stop locations shall be maintained in a safe manner or provide alternative bus stop locations as required by the Engineer.

Open excavations and trenches within 10 feet of an active traffic lane shall be protected at night and during non-working days from vehicle traffic by steel plating.

Rope, flagging, fencing and woven plastic tape may be used between barricades and channeling devices to provide additional safety.

Replace MAG Subsection 401.7, Payment, with the following:

There shall be no separate payment for Traffic Control, other than Uniformed Off-Duty Law Enforcement Officers as noted in Section 10.1.2 of these Special Provisions. The cost shall be included in the various Unit Prices bid in the proposal which shall include but not be limited to: all labor, flagmen, materials, traffic control devices, and miscellaneous incidental items necessary to complete the work. All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## **10.1 UNIFORMED OFF-DUTY LAW ENFORCEMENT OFFICER(S)**

10.1.1 When necessary, the Contractor shall use Uniformed Off-Duty Maricopa County Sheriff Deputy(s) to control traffic during work. Arrangements for Uniformed Off-Duty Maricopa County Sheriff Deputy(s) shall be made with the Maricopa County Sheriff Department coordinator.

Uniformed Off-Duty Maricopa County Sheriff Deputies shall be required at all major intersections when intersection restrictions are present and may be required at other locations as requested by the Engineer or agents of the Engineer therein. The following items are considered to be an intersection restriction whereby the CONTRACTOR shall provide a Uniformed Off-Duty Maricopa County Sheriff Deputy presence and include such cost in the Unit Prices for the applicable bid item:

- Pavement Markings
- Hard closures of Roadway segments
- Lane closures
- Utility location/potholing
- Improvements/Work within 300' of the center of the intersection
- As necessary for the scope of work

There shall be no separate payment for this item, other than Uniformed Off-Duty Law Enforcement Officers as noted in Section 10.1.2 of these Special Provisions. The cost shall be included in the various Unit Prices bid in the proposal which shall include but not be limited to: all labor, flagmen, materials, traffic control devices, and miscellaneous incidental items necessary to complete the work. All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

- 10.1.2 The Allowance for Uniformed Off-Duty Maricopa County Sheriff Deputy shall provide funding to cover unforeseen changes in scope that may be encountered and corresponding extra work required in addition to the services stated above. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing or CONTRACTOR markup. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for this project.

This pay item shall be measured on a "Contract Allowance" basis. The CONTRACTOR shall provide the City with back up documentation that identifies all dates and times of Uniformed Off-Duty Maricopa County Sheriff Deputy presence and the amount actually paid for such services.

It shall be understood that this allowance item is an estimate only and is based on change order history of similar projects. It shall not be utilized without an approved Contract change order resulting from extra work performed in addition to the services stated above. It is further understood that additional authorized Uniformed Off-Duty Maricopa County Sheriff Deputy presence work, if any, may be less than the allowance item, resulting in a deductive change order to clear any remaining unpaid allowance line items at the completion of the Contract.

## 11.1 ASPHALT MILLING

Add the following new section to MAG Part 300:

SECTION 317 (MCDOT)

ASPHALT MILLING

317.1 DESCRIPTION:

The work under this Section shall consist of milling existing asphalt concrete pavement where shown on the Plans or as requested by the Engineer.

317.2 CONSTRUCTION REQUIREMENTS:

CONTRACTOR is responsible for locating all milling hazards on and below the surface within the area to be milled which may require special milling. Special milling is not a separate bid item and shall be paid for as Asphalt Milling.

The milling cut depth shall be to the depth indicated on the plans, plus or minus 1/8 inch. Contractor shall remove the milled material to the satisfaction of the Engineer.

The work shall result in a clean milled surface in the area indicated on the Plans to the specified depth and shall include the area immediately around and next to any individual hazards located within the area to be milled.

The milling cut shall maintain a minimum distance of two (2") inches from the existing lip of curbs, valley gutters and aprons as not to damage the existing concrete edges. The excess asphalt concrete shall be removed by other means and methods without damage to the existing concrete curbs, valley gutters and aprons. Damage to the existing concrete curbs, valley gutters and aprons as a result of milling operations or other equipment shall be replaced at the Contractor own expense to the satisfaction of the Engineer. The work shall result in a clean surface against the faces of the existing curbs, valley gutters, and around other structure not being removed and replaced to the specified depth for the area indicated on the construction documents. The edge of milled areas match up to existing asphaltic pavement shall form a straight clean cut line.

CONTRACTOR shall remove all existing asphalt layer material from the top of existing lip of concrete curb and valley gutters. Heavy equipment will not be allowed for this pavement removal work. The Contractor shall remove the existing asphalt material by means of a propane burner and hand scrapper to the satisfaction of the Engineer. This work is considered incidental to the removal of asphalt pavement and shall be paid for as Asphalt Milling.

CONTRACTOR shall identify location for legally disposing of all asphalt milling material along with a letter from the property owner, giving permission for dumping prior to starting construction.

CONTRACTOR shall be responsible for continually checking the milling operation to determine that the proper depth of milling has been achieved, that the proper profile and cross slope are achieved.

#### 317.3 MEASUREMENT AND PAYMENT:

Measurement for Asphalt Milling will be by the square yard and shall only include areas milled to the required depth and cross section.

Payment for this work will be included in the unit bid price for 3" Asphalt Milling, including milling around structures, removal and disposal of milled materials and sweeping. All labor, materials and equipment necessary for completion of this item shall be included in the Unit Price bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

### **12.1 REMOVAL, DISPOSAL AND REPLACEMENT OF EXISTING AGGREGATE BASE AND SUBGRADE MATERIAL**

This item consists of removal and disposal of unsuitable aggregate base and subgrade material. The work may require removal and replacement of unsuitable aggregate base and subgrade material in various areas as shown on the plans or as determined by the Engineer.

The CONTRACTOR is required to remove and replace the aggregate base and enough subgrade material in order to stabilize the subgrade and construct the proposed improvements as shown on the plans or as designated by the Engineer.

There shall be no separate payment for labor, materials and equipment for the completion of this item.

Payment shall be made at the Unit Prices bid in the proposal and shall include all labor, materials, items and equipment necessary for removal of all materials, placement of aggregate base materials, and compaction as called out on the plans, including offsite disposal and related costs

and fees. No additional compensation shall be made for errors or omissions related to the amount of work or length of time required for those items. Any work or materials necessary but not specifically referred to in these items shall be considered incidental to the item and shall be included in the Unit Prices.

### 13.1 PLACEMENT AND RECONSTRUCTION OF AGGREGATE BASE COURSE

After removal of existing asphalt pavement, the CONTRACTOR shall add additional aggregate base course material to the existing base material, if necessary, to provide for the proper cross slope as called out on the plans. The aggregate base course material shall be recompacted and comply with MAG Section 310.

CONTRACTOR shall examine the existing roadway after the asphalt pavement has been removed, and remove and replace any areas where the subgrade below the existing aggregate base is unsuitable or as designated by the Engineer. CONTRACTOR shall obtain approval of the completed aggregate base course surface after compaction and prior to proceeding with paving operations.

Payment shall be made at the Unit Prices bid in the proposal and shall include all labor, materials, items and equipment necessary for removal of all materials, placement of aggregate base materials, and compaction as called out on the plans, including offsite disposal and related costs and fees. No additional compensation shall be made for errors or omissions related to the amount of work or length of time required for those items. Any work or materials necessary but not specifically referred to in these items shall be considered incidental to the item and shall be included in the Unit Prices.

### 14.1 PAVING

#### 14.1.1 Paving

Paving shall consist of the installation of three (3) inches of Asphalt Concrete, D1/2 Marshall Mix (Low Traffic) over existing Aggregate Base Course (ABC) and as shown on the plans, at the connections to the existing roadway. AC mix design and application standards for roadways within the City of Litchfield Park right-of-way are to be per the requirements of the City and as shown on the plan. All materials shall meet the requirements of 2015 MAG Uniform Standard Specifications. Subgrade preparation shall meet the requirements of MAG Section 301.

CONTRACTOR is advised to examine existing conditions to insure the appropriate amount of pavement replacement has been included in the bid proposal. No additional compensation shall be made for errors or omissions related to the amount of pavement replacement required.

CONTRACTOR will obtain from the City a list of approved Asphalt Plant locations prior to the submittal of asphalt design mixes.

CONTRACTOR will be responsible for submitting Plant Location and mix design to the City Engineer a minimum of two (2) weeks in advance of paving, allowing an opportunity for the City to voice any concern or visit the plant to insure that any quality control issues can be addressed prior to the placement of any asphalt. No asphalt shall be placed without City approved of asphalt mix designs.

Construction and testing within City of Litchfield Park right-of-way shall be in accordance with the latest versions of the 2015 MAG Uniform Standard Specifications, inclusive of Part 300, Section 321 and any amendments thereto. No asphalt shall be placed that is below the required temperature. No Asphalt shall be accepted that fails density tests. **Asphalt finish course shall be free of rock pockets and imperfections.** Asphalt shall be free of deleterious material.

Asphaltic Concrete pavement shall be removed and replaced to the satisfaction of the City of Litchfield Park. In the event that there is excess material or spoils on the site as a result of paving operations, the CONTRACTOR is to remove the material within three (3) days of pavement completion.

If new Asphaltic Concrete is required to be removed and replaced due to rock pockets, low areas (bird baths) or other imperfections, the CONTRACTOR shall repair the pavement using "Infrared Heating" technology to heat in-place asphalt and to soften it to a workable state, then rack out the imperfections, add in new asphalt, and mix with the old asphalt to fuse seamlessly with the old asphalt pavement. Asphalt will be heated to  $\pm 350$  degrees for 7 to 10 minutes depending on the temperature of the pavement. Saw cutting, milling and propane burners will not be allowed for the pavement repair work. Recompaction of asphalt pavement shall be performed with a vibratory roller with surrounding pavement.

CONTRACTOR will remove the larger asphalt aggregate material when raking the matching edges and in area which requires hand work. The larger asphalt aggregate material shall be removed. The CONTRACTOR will not push the larger asphalt aggregate material back out onto the finished asphalt matt.

Reclaimed or recycled material for asphalt pavement shall not be used as material in the asphalt design mix. Only new materials shall be used.

Finished asphalt pavement shall not extend beyond or over the lip of concrete. If asphalt pavement material is place beyond or over the lip of concrete, the CONTRACTOR shall remove the asphalt material immediately.

#### 14.1.2 Pavement Cross Slope

It shall be the responsibility of the CONTRACTOR to take all necessary survey measures in order to meet the required pavement cross slope called out on the plans, and to assure positive surface drainage into the gutter line. The CONTRACTOR shall use an "Automatic Slope Controller" during paving operations.

It shall be the responsibility of the CONTRACTOR to repair any high or low/ponding areas which does not meet MAG Specification 321.8.5 per Section 14.1.1.

#### 14.1.3 Pavement Surface Drainage Test

Upon completion of the Paving operations, the CONTRACTOR shall test the pavement surface drainage with a water truck. The CONTRACTOR shall call for inspection of the pavement surface drainage prior to the application of water to the pavement surface. Water testing is considered incidental to this item and is included in the Unit Price.

#### 14.1.4 Tack Coat

CONTRACTOR shall apply Tack Coat according to MAG Section 329 or as directed by the Engineer. Tack coat shall be applied to all milled asphalt pavement surfaces, faces of concrete for curbs, aprons and valley gutters abutting the new asphalt pavement. Tack Coat shall be approved prior to paving. Tack Coat is considered incidental to this item and is included in the Unit Price.

#### 14.1.5 Material Testing

CONTRACTOR shall be responsible for providing an on-site testing agency materials technician at the approved asphalt plant to monitor each day's production of the various asphalt design mixes associated with the project.

CONTRACTOR shall have the testing agency take pavement core samples for testing. Location of core samples to be determined by the Engineer and/or Inspector.

#### 14.1.6 Adjustments

CONTRACTOR shall be responsible all manhole frames and covers, water valve boxes and covers, flushing valve water meter boxes and covers, and survey monuments which require adjustment to finish grade. All adjustments shall be in accordance with MAG Specifications and Details, latest revisions.

CONTRACTOR is to mark and maintain all utility locations prior to the preparation of subgrade. The collar around the adjustments and survey monuments shall be set in concrete using “**Graphic (Carbon) 8084**” colored concrete. The concrete used shall have no air-entrained admixtures.

CONTRACTOR shall be responsible for the removal of existing asphaltting pavement material on manhole, sewer cleanout and water valve covers, including curbs.

#### 14.1.7 Protection of New Concrete Aprons and Valley Gutters

CONTRACTOR shall take all necessary measures to ensure that the edges of the new aprons and valley gutters are not damage due to equipment crossing over the aprons or valley gutters. If the new aprons or valley gutters are damaged (cracked or chipped) during construction, the CONTRACTOR will be required to remove and replace the concrete at his own expense.

#### 14.1.8 Cleanup

CONTRACTOR after completion of construction shall clean all construction debris from streets, curbs and driveways. Additionally, any asphalt emulsion tracked onto the existing curbs shall be cleaned using soda stripping. The work is considered incidental to the item and is included in the Unit Price.

#### 14.1.9 Payment

Payment shall be made at the Unit Prices bid in the proposal. All labor, materials and equipment necessary for completion of this item shall be included in the Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices. Any changes to the scope of work for this item shall be submitted for review in the same units as included in the original bid proposal.

### **15.1 REMOVAL AND SALVAGE EXISTING ALUMINUM GATE**

CONTRACTOR shall be responsible for removal and salvaging of two existing aluminum gates located in the Alley at 415 E. Palm Street, and stock pile the existing aluminum gates in the backyard for reinstallation by the home owner at a later date.

CONTRACTOR shall take care as not to damage the existing aluminum gates. If the existing aluminum gates are damaged by the CONTRACTOR during removal and salvage, the CONTRACTOR shall replace the both of the existing gates at his own expense.

There shall be no separate payment for removal, salvaging, and stock piling, which includes all labor, and equipment necessary for removal and salvaging as called out on the plans. No additional compensation shall be made for errors or omissions related to the amount of work or length of time required for this item. Any work or materials necessary but not specifically referred to in these items shall be considered incidental to the item.

## 16.1 SURVEY MONUMENTS

### 16.1.1 Survey Monument Reference

CONTRACTOR shall make every effort to locate all existing survey monuments which are no visible. CONTRACTOR shall be responsible referencing all found existing survey monuments prior to their removal due to milling operations.

### 16.1.2 Monument Installation

CONTRACTOR shall install new survey monuments in accordance with MAG Specification 405 and MAG Std Dtl 120, Type 'B'. Identification on the brass cap shall read "CITY OF LITCHFIELD PARK".

### 16.1.3 Marking of Brass Caps

After all Survey Monuments have been installed, the CONTRACTOR shall punch mark the Brass cap survey monuments. Survey monument points shall be punch marked by a Registered Land Survey in the State of Arizona.

### 16.1.4 Payment

Payment shall be made at the Unit Prices bid in the proposal. All labor, materials and equipment necessary for completion of this item shall be included in the Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices. Any changes to the scope of work for this item shall be submitted for review in the same units as included in the original bid proposal.

## 17.1 THERMOPLASTIC PAVEMENT MARKINGS (STRIPING)

Obliteration and replacement of existing pavement markings on streets as shown on the project plans shall consist of complete removal of existing pavement markings by water blasting and shall include surface-ready preparation through sealing the obliterated markings and shall include work incidental to completing the removal in accordance with the project plans. Water blasting pressure shall be high enough to remove the existing pavement marking and not damage the existing roadway surface.

Installation of Thermoplastic Pavement Markings (Striping) shall be completed in accordance with the Section 704 of the ADOT Standard Specifications, MAG Standard Specifications Section 400, and as indicated in the construction drawings, as applicable. The work shall include placement of hot molten thermoplastic material and application of retro-reflectorized glass bead material. Pavement Markings shall be a minimum of 0.090 inches in thickness. Striping shall include all incidental preparation work included to, but not limited to, surface preparation, layout marking and pre-application inspection of layout, work zone traffic control and any incidental work needed to provide a complete, in-place, striping to the lines and indications as reflected in the project plans. Approved Provider List of materials and suppliers can be obtained by referencing ADOT's approved provider list electronically online at the following website:

<http://www.azdot.gov/TPD/ATRC/PRIDE/apl.asp>

Striping shall be bid on a "Lump Sum" basis inclusive of obliteration of existing pavement markings and installation of new Striping. Payment shall be made at the "Lump Sum" Price bid in the proposal. All labor, materials and equipment necessary for completion of this item shall be included in the Lump Sum bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Lump Sum. Any changes to the scope

of work for this item shall be submitted for review with the original subcontractor cost estimate utilized for the original bid proposal.

## **18.1 RAISED REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS**

Add the following new section to MAG Part 400:

Section 463 (Modified MCDOT)

### **RAISED REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS**

#### **463.1 DESCRIPTION:**

The work under this section shall consist of cleaning and preparing the pavement surface; furnishing all materials, equipment, tools and labor; and placing raised reflective fire hydrant pavement markers of the type specified at the locations and in accordance with the details shown on the plans and the requirements of these specifications.

#### **463.2 MATERIALS:**

##### **463.2.1 General:**

Certificated of Compliance for raised pavement markers and adhesive conforming to the Arizona State Department of Transportation Standard Specifications for Road and Bridge Construction Section 106.05, shall be submitted to the Engineer at least 10 days prior to use.

The base of the pavement markers shall be free from glass glaze or from substances which may reduce its bond to the adhesive. The base shall be flat and its deviation from a flat surface shall not exceed 0.05 inches.

##### **463.2.2 Raised Reflective Fire Hydrant Pavement Markers:**

The City requires that all reflective markers be Stimsonite 911 brand and shall be non-adhesive with an adhesive surface.

Raised reflective fire hydrant pavement markers shall be of the following type: Type 911-A, Blue, two-way.

##### **463.2.3 Bituminous Adhesive:**

Stimsonite Corporation  
7542 N. Natchez Avenue  
Niles, Illinois 60648

Or

Crafco, Incorporated  
6975 West Crafco Way  
Chandler, Arizona 85226

Materials by manufacturers other than listed above may be used but must be approved by the Engineer prior to use.

#### **463.3 CONSTRUCTION REQUIREMENTS:**

The portion of the roadway to which the markers are to be attached shall be free of dirt, existing painted lines, curing compound, grease, oil, moisture, loose or unsound layers of any other material which

could adversely affect the bond of the adhesive. The method of cleaning the pavement surface and removal of detrimental material is subject to approval by the Engineer and shall include sweeping and the use of high-pressure air spray. On Portland cement concrete pavement and old asphalt concrete pavements, cleaning shall be accomplished by sandblasting, followed by sweeping and/or air blowing. Newly placed asphalt concrete pavement need not be sandblasted unless, in the opinion of the Engineer, the surface is contaminated with materials that would adversely affect the bond of the adhesive.

The adhesive shall be placed uniformly on the cleaned pavement surface in an amount sufficient to result in complete coverage of the area of contact of the markers, with no voids present and with a slight excess after the markers have been placed. The markers shall be placed in position and pressure applied until firm contact is made with the pavement. The markers shall be protected against impact until the adhesive has set to the degree acceptable to the Engineer.

Excess adhesive on the pavement and on the exposed surfaces of the markers shall be immediately removed. Thinners or solvents which may be detrimental to either the markers or the bond provided by the adhesive shall not be used in removing excess adhesive.

Markers shall not be installed when the temperature of the pavement surface or the atmosphere is less than 40° F, when the relative humidity is 80 percent or higher or when the pavement is not dry.

Fire hydrant markers shall be installed approximately opposite the fire hydrant and 12 inches off of street centerline traffic stripe (center to center) on the hydrant side of the street. For streets with a center turn lane, the fire hydrant markers shall be installed approximately opposite the fire hydrant and 12 inches off of the center lane traffic stripe on the hydrant side of the street and within the center lane.

The reflective faces of the raised fire hydrant markers shall be installed perpendicular to a line parallel to the street centerline.

#### 463.4 METHOD OF MEASUREMENT:

Raised reflective fire hydrant pavement markers will be measured as a unit for each raised reflective fire hydrant pavement marker furnished and installed.

#### 463.5 BASIS OF PAYMENT:

The accepted quantities of raised reflective fire hydrant pavement markers, measured as provided above, will be paid for at the contract unit price per each, complete in place, including adhesive and surface preparation.

### **19.1 PRE-CONSTRUCTION PHOTOGRAPHS**

The CONTRACTOR shall provide pre-construction photographs of the entire work area with driveways and adjacent areas in digital format. The pictures shall be taken at an appropriate size and in sufficient detail for comparison with as-built conditions. If Contractor chooses to use a Video Camera, it must be High Definition in order to provide sufficient photo details.

The CONTRACTOR shall take pre-construction photographs immediately after the "Notice To Proceed" and prior to the start of construction, and submit them to the Inspector.

After the construction paving operations have been completed on a street, it is highly recommended that the CONTRACTOR take photos immediately after. If there are any claims of damage after construction, the photographs will help resolve any claims made against CONTRACTOR.

There shall be no separate payment for "Pre-Construction Video". All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or

materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## 20.1 ALLOWANCE FOR EXTRA WORK

A contract allowance item is provided for the purpose of encumbering funds to cover the cost of possible change order work. The amount of the allowance items is determined by the City and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-determined in the bid proposal and shall reflect the same in the total amount bid for the project.

This allowance item provides funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, shall be as approved by the City; for example, extension of unit bid prices, negotiated price or time and materials, in accordance with MAG Specifications Sections 108.4 and 109.5.

It shall be understood that this allowance item is an estimate only and is based on change order history of similar projects. It shall not be utilized without an approved contract change order. It is further understood that authorized extra work, if any, shall not exceed the contract allowance unless approved by the City.

## 21.1 NOTIFICATIONS TO RESIDENTS

### 21.1.1 CONTRACTOR Responsibility

The CONTRACTOR shall pay for and include in his/her bid for other items, all necessary costs for notifying each Resident by a **Form Letter with Exhibit Map** prior to pavement removal and placement, as will be mentioned in the Pre-Construction Conference.

### 21.1.2 Notification Form Letter

A copy of the **Form Letter with Exhibit Map** shall be forwarded to the City Engineer and Public Works Director for their review and comment at least 48 hours prior to the letter being distributed to the Residents.

The **Form Letter** shall contain the City project name with City logo, project start and completion dates of construction, project contact names and phone numbers (for contractor, city engineer, and city), hours of operation Monday through Friday, dates for placement of barricades and street hard closure, dates for milling and paving operations, and Waste Management trash pickup coordination.

The **Exhibit Map** shall show the location of the work area, temporary parking location(s), and construction dates.

Refer to Appendix A for Example of **Form Letter with Exhibit Map**.

### 21.1.3 Notification Time Period

No work shall be performed by the CONTRACTOR until all **Form Letters with Exhibit Maps** have been distributed to each Resident a first Notice two weeks prior, and a second Notice between 24 and 48 hours prior to the anticipated start of construction. These notices shall be provided using hangers to be placed on the front door of each property.

### 21.1.4 Notification to Private Utility Companies and Public Agencies

The Contractor shall distribute the **Form Letter with Exhibit Map** to the following Utility Companies and Public Agencies:

- Homeowners Association
- Goodyear Fire Department
- Litchfield Elementary School District
- Maricopa County Sheriff's Office
- United States Postal Service
- Waste Management

#### 21.1.5 Failure of Proper Notification

Failure to properly notify affected Residents and Agencies will be sufficient cause to prohibit the CONTRACTOR from working until proper corrective action is taken at no penalty to the City.

#### 21.1.6 Payment

There shall be no separate payment for this item. Payment shall be made as part of the items in the proposal. All labor, materials and equipment necessary for completion of this item shall be included in the Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

### **22.0 WEEKLY SITE MEETINGS**

Weekly Site Meetings will be held by the Contractor every Thursday morning from 9:00 AM to 10:00 A.M. (Subject to change). The Contractor will be responsible for taking meeting minutes and issuing meeting minutes prior to the next meeting.

All costs associated with the Weekly Site Meetings shall be included in the base bid items.

# **APPENDIX A**

## **Example Notification with Exhibit**



# NOTIFICATION

## FY 2017 PAVEMENT MAINTENANCE PROJECT MILLING AND PAVING IMPROVMENTS

### - - ROAD CLOSURE IN YOUR AREA - -

The City of Litchfield Park has scheduled your street for “Milling and Paving Improvements” under the 2017 Fiscal Year Pavement Maintenance Project. This project is scheduled to start on **01/09/2017** and is scheduled to be completed on **03/09/2017**. The affected roadways in your area are Bandera Circle located north of Villa Nueva Drive, Esperanza Drive located between Wigwam Blvd and Tainter Drive, Florence Avenue between Sagebrush Street and Wigwam Blvd, and Val Verde Circles East and North of Villa Nueva Drive. Please refer to the attached Exhibit for the street locations.

The project consists of milling out the existing street pavement and replacing it with new asphalt pavement.

Barricades will be placed on \_\_\_/\_\_\_/2017 closing the entire road to all through traffic thru the evening of \_\_\_/\_\_\_/2017, restricting traffic on the street to residents in the affected area only.

There will be a hard closure (NO TRAFFIC) on \_\_\_/\_\_\_/2017 thru \_\_\_/\_\_\_/2016 for milling operations and on \_\_\_/\_\_\_/2017 thru \_\_\_/\_\_\_/2016 for the paving operations, to occur. Please make arrangements to park on the adjacent street to your residence during the milling and paving operations. Traffic will be limited to emergency vehicles only.

The construction operation will occur during the hours of 6:00 AM to 6:00 PM. These are the City of Litchfield Park permitted winter work hours.

We will be working with Waste Management on Monday \_\_\_/\_\_\_/2017 to ensure that your trash is picked up. Please make sure to have your trash container out by 5:30 AM so we may be able to relocate them and accommodate the trash pickup.

If weather causes a halt to the project, your street maybe closed to through traffic for a few days longer than scheduled depending on the weather conditions.

### PROJECT CONTACTS

**CONTRACTOR:**

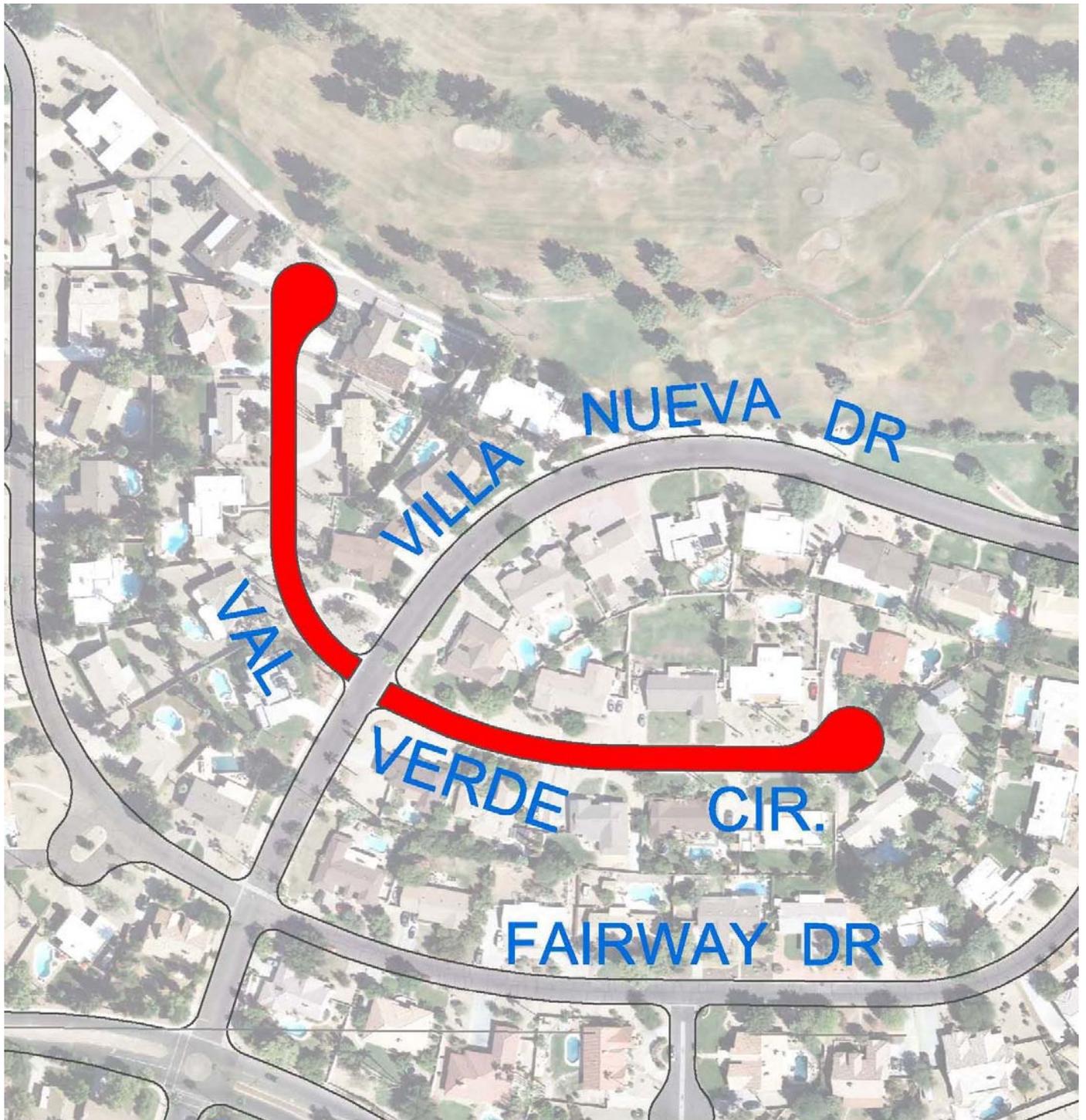
Company Name, Title, Contact, Title, Mobil Phone Number

**City Engineering:**

EPS Group Inc., Project Manager, Robert Consoni, P.E., Mobile Phone: 602-980-2214

**City of Litchfield Park Public Works Department:**

Brian Goodman, Field Operations Manager, Office Phone: 623-935-4356



The Highlighted Areas will be **CLOSED** on the following days for Asphalt repairs. Please plan accordingly.

The area highlighted in **RED** will be closed on Monday January 12, 2017 at 6:00 am through Friday February 9, 2017 at 5:00 pm.

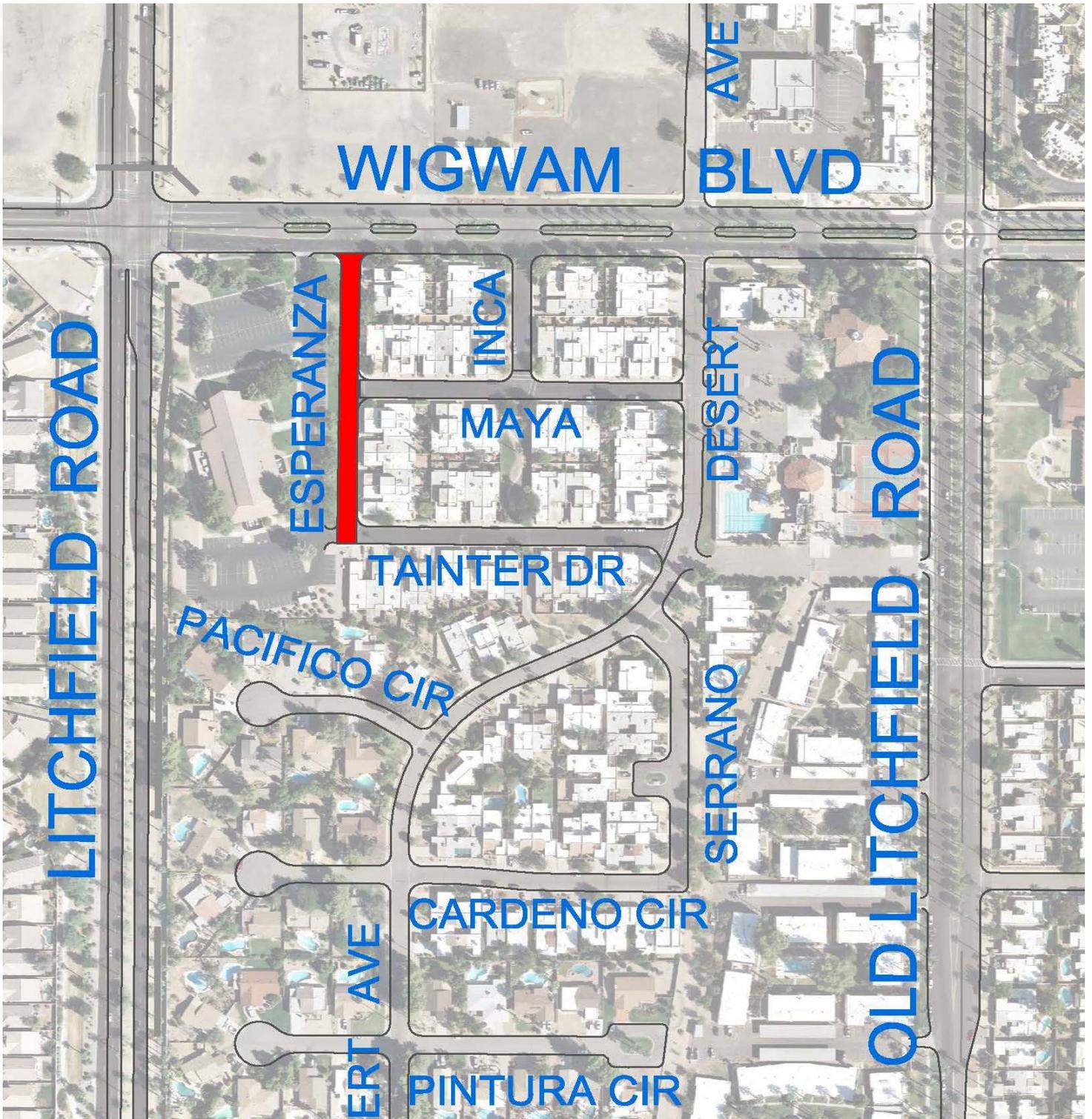
During this **road closure** the road will be **unavailable for travel** whatsoever. There will be no Parking on the street during this time.



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