

# TOWN OF FOUNTAIN HILLS BID MINUTES

PROJECT NAME:	Saguaro Blvd. Reconstruction Project
DATE/TIME:	October 22, 2014 3:00 p.m.
IFB SOLICITATION NO.	DS2015-102

No.	Name of Company	Schedule A: S6010	Schedule B: T5011	Grand Total
1	Nesbitt	\$ 6,420,657.88	\$ 349,559.65	\$ 6,770,217.53
2	Sunland Asphalt	\$ 6,643,000.00	\$ 382,000.00	\$ 7,025,000.00
3	J. Banicki	\$ 6,983,550.70	\$ 370,012.15	\$ 7,353,562.85
4	Markham	\$ 7,035,601.95	\$ 353,062.85	\$ 7,388,664.80
5	Achen Gardner	\$ 7,013,301.16	\$ 433,363.20	\$ 7,446,664.36
6	Combs Construction	\$ 6,985,355.25	\$ 508,730.70	\$ 7,494,085.95
7	T & T Construction	\$ 7,185,083.29	\$ 349,218.27	\$ 7,534,301.56
8	M R Tanner Construction	\$ 7,374,356.80	\$ 527,902.00	\$ 7,902,258.80
9	Blucor	\$ 7,736,679.26	\$ 474,849.90	\$ 8,211,529.16
10	Rycor	\$ 7,965,985.73	\$ 362,521.35	\$ 8,328,507.08
11	Inter Mountain West	\$ 8,095,191.54	\$ 401,398.25	\$ 8,496,589.79

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 Paul Mood, Director of Development Services

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 Date



**TOWN OF FOUNTAIN HILLS  
DEVELOPMENT SERVICES DEPARTMENT**

**INVITATION FOR BIDS  
SAGUARO BOULEVARD RECONSTRUCTION**

Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268

**SOLICITATION INFORMATION AND SCHEDULE**

Solicitation Number: **DS2015-102**  
Release Date: **September 17, 2014**  
Advertisement Dates: **September 17 & 24, 2014 – Fountain Hills Times**  
**September 18 & 25, 2014 – Arizona Business Gazette**  
Final Date for Inquires **October 9, 2014**  
Prospective Bidder's Conference: **October 1, 2014**  
**10:00 a.m.** (local time, Phoenix, Arizona)  
Fountain Hills Town Hall  
Council Chambers  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Bid Deadline: **October 22, 2014**  
**3:00 p.m.** (local time, Phoenix, Arizona)  
Bid Opening: **October 22, 2014**  
**3:00 p.m.** (local time, Phoenix, Arizona)  
Town Representative: **Paul Mood, P.E. [PMood@FH.az.gov](mailto:PMood@FH.az.gov)**

In accordance with the Town of Fountain Hills Procurement Code, competitive sealed Bids for the services specified herein will be received by the Town Clerk at the Town Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids shall be in the actual possession of the Town Clerk on, or prior to, the Bid Deadline date. Late Bids shall not be considered except as provided in the Town Procurement Code. Bids shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

There is no charge for the Plans and Specifications.  
Plans and Specifications may be obtained at the Town of Fountain Hills website:  
<http://www.fh.az.gov/available-bids.aspx>

\* The Town of Fountain Hills reserves the right to amend the solicitation schedule as necessary.

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OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Arizona Transaction (Sales) Privilege Tax License Number: <u>07067062-P</u>	For Clarification of this Bid contact:						
Federal Employer Identification Number: <u>86-0174401</u>	Name: <u>Russ Grgich</u>						
Nesbitt Contracting Co., Inc Contractor Name	Telephone: <u>480-423-7600</u>						
<u>100 S. Price Rd</u> Address	Facsimile: <u>480-423-7680</u>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"><u>Tempe</u></td> <td style="width: 33%;"><u>AZ</u></td> <td style="width: 33%;"><u>85281</u></td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip Code</td> </tr> </table>	<u>Tempe</u>	<u>AZ</u>	<u>85281</u>	City	State	Zip Code	Email: <u>russg@nesbitts.com</u>
<u>Tempe</u>	<u>AZ</u>	<u>85281</u>					
City	State	Zip Code					
	 <b>Authorized Signature for Contractor</b>						
	<u>James L. Nesbitt</u> Printed Name						
	<u>President</u> Title						

**ACCEPTANCE OF OFFER AND NOTICE OF AWARD  
(FOR TOWN OF FOUNTAIN HILLS USE ONLY)**

Effective Date: 11-20-14      Contract No. C2015-144      Official File: \_\_\_\_\_

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

  
 Kenneth W. Buchanan, Town Manager

ATTEST:

  
 Bevelyn J. Bender, Town Clerk

APPROVED AS TO FORM:

  
 Andrew J. McGuire, Town Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the Town Clerk to be in actual possession of the sealed Bids.

1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

1.5 “Confidential Information” means that portion of a Bid, proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.6 “Contract” means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) the Certificate of Completion and (viii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.7 “Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the Town.

1.8 “Contract Time” means the time paid during which the Contractor must complete all of the Work related to the Project.

1.9 “Days” means calendar days unless otherwise specified.

1.10 “Engineer” means the Town Engineer or authorized designee.

1.11 “Final Completion” shall be defined as set forth in Section 3.16 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Engineer and subject to modification by changes in the Work as provided in Section 3.14 below.

1.12 “Invitation for Bids” or “IFB” means this request by the Town for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the Town’s Procurement Code.

1.13 “MAG Specifications” means, collectively, the “Uniform Standard Specifications for Public Works Construction,” current edition as of the date of Contract award and the “Uniform Standard Details for Public Works Construction,” current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments (“MAG”) and any amendments or supplements adopted by the Town.

1.14 “MAG Supplement” means the most current edition of the Town of Fountain Hills Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction.

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1.15 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.

1.16 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.17 “Price” means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.

1.18 “Procurement Administrator” means a Town employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.19 “Procurement Agent” means the Town Manager or authorized designee.

1.20 “Procurement Code” means the Town’s Procurement Code, as amended from time to time.

1.21 “Project” means the purpose and Work described as set forth in Section 2.1, in the “Purpose/Scope of Work” of the IFB.

1.22 “Punch List” means that list of items provided by Town to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.

1.23 “Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional and technical services” as defined in the Procurement Code.

1.24 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.25 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.26 “Substantial Completion” shall be defined as set forth in Section 3.15 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.14 below.

1.27 “Town” means the Town of Fountain Hills, an Arizona municipal corporation.

1.28 “Town Representative” means the Town employee who has specifically been designated to act as a contact person to the Town’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under the Contract and for providing information regarding details pertaining to the Work.

1.29 “Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.30 “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the construction required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of roadway reconstruction, drainage improvements, traffic signal improvements, signage and striping, landscaping and other miscellaneous Work as required. The Town is issuing this IFB is to secure a qualified General Contractor to perform the Work and provide Materials as more particularly described in the Specifications attached hereto as Exhibit A, and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related Plans and/or Construction Drawings. PLEASE NOTE: This Project includes two separate price sheets: (A) S6010 – Saguaro Blvd. Reconstruction and (B) T5011 – Saguaro Blvd. Palisades Blvd. Traffic Signal Improvements. Both price sheets must be completed. Failure to do so may result in a determination that the Bid is non-responsive. The Town will select one Bidder with the lowest overall responsible and responsive bid.

2.2 Amendment of IFB. Except as set forth in Section 3.56 below, no alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the Town Procurement Code. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Project specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The Town will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder’s responsibility to carefully examine each item listed in the Specifications.

C. Required Submittal. Bidders shall provide **all of the following** documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.
2. Price Sheet.

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3. Bid Bond.
4. Licenses; /DBE & MBE Status.
5. References.
6. Federal Requirements, if applicable.
7. Acknowledgment for each Addendum received, if any.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: Town Clerk, 16705 East Avenue of the Fountains, Fountain Hills, Arizona 85268, or hand-delivered to the Town Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the Town Procurement Code.

2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

A. Inquiries. Any question related to the IFB, including any part of the Plans, Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representative and Procurement Administrator whose names appear on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the Town with respect to this IFB will be available at:

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Town of Fountain Hills Town Hall,  
16705 East Avenue of the Fountains, Fountain Hills, Arizona 85268  
Town of Fountain Hills website at: [www.fh.az.gov/for-business.aspx](http://www.fh.az.gov/for-business.aspx)

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the Town Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Specifications for materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Engineer. No "equal" will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the Town Representative at least ten days prior to the Bid Deadline. The request shall include the name of the material or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for evaluation of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. Contractor is responsible for ensuring that all Materials contained in the Plans for the project are bid on the Price Sheet. Contractor shall bring any potential discrepancy between the Plans and the Price Sheet to the Town's attention, either at the Prospective Bidders' Conference or by written inquiry, as set forth in Subsection 2.4(A) above. If any error, omission or misstatement is found to occur, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders' Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

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2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

2.8 Allowances. Allowances, if any, shall be clearly set forth on the Price Sheet. Allowances shall cover the cost to the Contractor (less any applicable trade discount) of the Materials including equipment required by the Allowance, delivered at the site, and all applicable taxes, overhead, profit handling and other general conditions costs, unless unit rates are available in the Price Sheet. Unit rates from the Price Sheet shall be used to determine the cost of a change to be paid from an Allowance, when applicable. Any remaining Allowance amount shall be returned to the Town at the end of the Project by deductive change order.

2.9 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The Town shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.10 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the Bid accordingly. When calculating the tax on the Bid, the Bidder should not include tax on any allowances. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.11 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements. Federal Requirements, if any, shall be attached hereto as Exhibit D. In addition to any applicable Federal Requirements, this procurement is subject to a number of state and Town regulations. In general, where these rules conflict, the more stringent law or rule applies.

2.12 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the Town and will not be returned.

2.13 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the Town's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.14 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.14 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney

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determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.15 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the Town Financial Services Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit E and incorporated herein by reference. Upon the Town's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.16 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit C. Total bid price does not include any Town allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit F and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The Town's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit the following documentation within 72 hours to assist the Town in its evaluation:

1. Evidence of loss history and underwriting criteria.
2. Bidder's safety program.
3. CPA-certified audits for the past three fiscal years of operations.
4. Similar documents deemed necessary by the Town.

2.17 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

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E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid or the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the Town.

2.18 Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the Town in the amount of ten percent (10%) of the total Bid Price. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the Town Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten Days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the Town. In case of default, the Town reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the Town will (A) issue a Notice of Award for those Offers accepted by the Town and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.19 Award of Contract.

A. Multiple Award. The Town may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates, if any and (3) Bidder qualifications to perform the Work.

C. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

D. Offer. A Bid is a binding offer to contract with the Town based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Bidder Offers shall be valid and irrevocable for **90** days after the Bid Opening.

E. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the process set forth by the Town Manager or qualified designee.

ARTICLE III – GENERAL TERMS AND CONDITIONS

PART A - GENERAL

3.1 Reference Standards. The Contractor shall perform the Work required in conformance with MAG Specifications and the MAG Supplement, each of which is incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail.

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3.2 Plans and Specifications to Successful Contractor. The successful Contractor shall print its own Plans and Specifications for this Project from the Town's website.

3.3 Contract Time. The Contract Time for this Project shall be 270 days from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.

3.4 Pre-Construction Conference. Within 30 days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The Town will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Engineer:

A. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed Key Personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit H and incorporated herein by reference. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town's representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the Town Representative. Such key personnel and Subcontractors shall be satisfactory to the Engineer and shall not be changed except with the consent of the Engineer. Additionally, the Engineer shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Engineer's sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the Town with sufficient documentation to prove it is commercially impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Engineer's approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.

B. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of Work in Primavera P6 scheduling software.

C. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

D. Traffic Control. A written proposal outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. Site Security. A written proposal outlining the intended plans to secure the Project site for public safety and security.

F. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Town for review.

3.5 Notice to Proceed. Within 45 days of the issuance of the Notice of Award the Town may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Engineer, in writing, at least 72 hours before the following events:

- A. Commencement. The start of construction.
- B. Services Shut Down. Shutdown of water, sewer, drainage, irrigation and/or traffic control facilities, including the anticipated length of time for each shut down.
- C. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time. Shutdowns shall be coordinated with proper utility agency/company.
- D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges, which shall also be coordinated with the proper utility agency/company.
- E. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing water system. This includes operation of existing valves necessary to accommodate the water.

3.6 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) Town and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration ("OSHA") standards.

3.7 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Maricopa County permits or other agency permits. The Town will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the Town without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.8 Inspection, Safety and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible in carrying out its work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed the Contract including, without limitation, the Specifications listed on Exhibit A, as the same may be revised by the Town, and is not relying on any opinions or representations of Town. Contractor agrees to perform and complete such Work in strict accordance with the Contract and under the general direction of the Town. Contractor agrees that any exclusions of any Work must be approved in writing by the Town prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) Town personnel and members of the public, (B) employees or others on the Project, (C) the Work and materials and (D) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto

in a thorough, first-class, workmanlike manner. It is Contractor's responsibility that all of the Work and any Work incidental thereto conforms to, and is performed in accordance with, all applicable Federal, State, County and Town laws, codes, ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

3.9 Traffic Regulations. All traffic affected by the Work under this Contract shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the Town will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A. Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the Town.

B. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be illuminated from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

C. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Engineer, in writing, at least 48 hours in advance for Town personnel to temporarily relocate or cover said signs. The Engineer will direct the Contractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Contractor that the interfering construction is complete.

D. Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Maricopa County Sheriff's Office, District 7. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Maricopa County Sheriff's Office, District 7.

E. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Sheriff's Deputy to assist with spotting.

F. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such

closing. Partial closure of streets within the Project shall be done in strict conformity with the Barricade Manual and the Engineer's written directions.

G. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify the Engineer, in writing, 24 hours in advance of any Work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty, uniformed Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Engineer's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

H. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times in accordance with the MAG Supplement, Section 107.7.1 (Access).

I. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Engineer in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.

3.10 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.11 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Contract at the Town's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of

this Contract, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the Town as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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a. The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

**B. Required Insurance Coverage.**

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work adjunct or residual to

performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. Builder's Risk Insurance. Unless expressly waived by the Town Manager in a written addendum or amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the Town, the Contractor, the Contractor's Subcontractors and sub-subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

3.12 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the Town. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within seven days after execution of this Agreement by the Town. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and the Contract terminated by the Town. In case of default the Town reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the Town and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.13 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any Work related to this Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the Town. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within seven days after execution of this Agreement by the Town. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and the Contract terminated by the Town. In case of default the Town reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit J, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the Town and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the payment bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.14 Changes in the Work. The Town may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to the Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the Town's written approval authorizing said change, and said changes shall be performed under the applicable conditions of the Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

A. Additions. When the Town increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. Deletions. When the Town decreases the Work resulting in a decrease in Contractor's quantity of the Work, the Town shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.

C. Estimating. Whenever the Town is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then-feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.

3.15 Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Engineer shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Town shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the Town can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the Town of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the Town and Contractor. The Certificate of Substantial Completion signed by the Town and Contractor shall state the respective responsibilities of the Town and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the Town and establish the time for completion and correction of all Punch List items. If the Town and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.

3.16 Final Completion. The Town shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the Town by the Contractor. Final Completion shall be achieved only upon the Town's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all prerequisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Engineer shall issue a Certificate of Final Completion to the Contractor on behalf of the Town. Following receipt of payment from the Town, the Contractor shall make all payments due to the Subcontractors.

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3.17 Payments to Contractor. Compensation for all Work necessary for the completion of the Project shall be included by the Bidder in the price bid for the items shown in the Bid. Only those items listed in the Bid are pay items. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the Materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract shall be determined by the field-measured quantities of Materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the Town or evidence thereof of any Work performed.

A. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the Town an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the Town. The application shall be deemed approved and certified for payment seven days after it is submitted unless before that time the Town prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under the Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the Town a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the Town and Contractor.

2. Within 14 days after approval of each monthly application for payment, the Town shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the Town, (b) sufficient to pay expenses the Town reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.17(B) below.

3. The Town's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

4. Upon Substantial Completion of the Work, the Town shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the Town and the Contractor as to extent and time for Final Completion. The Town thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

B. Retainage. With respect to the Work, the Town shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the Town. The Town shall be listed as payee or multiple payees with Contractor on all such securities.

2. When the Work is fifty percent (50%) completed, one-half of the amount retained including any securities substituted pursuant to subsection 3.17 (B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under this Contract may be retained, provided the Contractor is making satisfactory

progress on the Project. If, at any time, the Town determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

C. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the Town that (1) title to the Materials and equipment will pass to the Town upon payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site and (3) such other matters as the Town may reasonably request in order to protect its interests. With the prior, written approval of the Town, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the Town shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor, and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the Town that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the Town). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the Town for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the Town's sole negligence. Should the Town have reason to believe Contractor is not properly safeguarding any of the Materials, the Town shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the Town, and if such insurance is not obtained due to a lack of insurable interest, the Town shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

D. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the Town no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the Town shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials and equipment relating to the Work.

E. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the Town. Before issuance of final payment, the Town may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. Simultaneously with Contractor's request for final payment, Contractor shall submit the following items to the Town Representative:

- a. Red-line construction record drawings.
- b. Warranties.
- c. Two sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment. The

documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into “systems” on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the “systems” shall be clearly and concisely detailed.

- d. Affidavit Regarding Settlement of Claims.
  - e. Other items reasonably required by the Town Representative.
3. In making final payment the Town waives all claims except for:
- a. Outstanding liens.
  - b. Improper workmanship or defective Materials.
  - c. Work not in conformance with this Contract or Work not completed.
  - d. Terms of any special warranties required by this Contract.
  - e. Delivery to Town of all warranties, operation and maintenance manuals, “AS-BUILT” record drawings and other documents as required by this Contract.
  - f. Right to audit Contractor records for a period of three years.
  - g. Claims previously made in writing and which remain unsettled.
4. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

F. Warranty. Contractor or its assignee shall give to the Town a one-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the Town Engineer, which warranty shall begin on the date that the Town accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by Town staff during the one-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the Town Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the Town to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor’s construction activities on the Property. Nothing contained herein shall prevent the Town or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

3.18 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

**PART B - PERFORMANCE OF THE WORK**

3.19 Project Videotape. The Contractor shall produce and provide a project videotape to the Engineer as required by MAG Supplement Section 105.5.3. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.20 Soil and Subsurface Conditions. In addition to conformance to MAG Specifications, Section 102.4 (Examination of Plans, Special Provisions and Site Work), the Contractor shall make its own determinations as to the soil and subsurface conditions, including rock, caliche and ground water and shall complete the Work in whatever material and under whatever conditions may be encountered or created, without extra cost to the Town pursuant to the provisions of the MAG Supplement Section 102.4.1.

3.21 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Engineer with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Engineer and approved by the Engineer, in his sole and absolute discretion, providing for commencement and completion of the Work (the "Schedule"). The Schedule shall include the date for Substantial Completion of the Work. The Engineer may revise the Schedule during the course of the Work. Contractor, to induce the Town to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

3.22 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Engineer to the Contractor's representative shall be considered as having been given to the Contractor, per MAG Supplement Section 105.5.2.

3.23 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Engineer's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Engineer may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Engineer shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.24 Extensions of Time.

A. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the Town substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.

2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.

3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.

4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.

5. Delays occurring due to the acts or omissions of the Town and those within the control of the Town.

6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule; provided, however, that Contractor's Schedule shall be deemed to include 14 days for weather delays (the "Expected Delay Days"), regardless of whether such weather delays are specifically set forth in the Schedule. Contractor shall notify the Town within 24 hours in writing of a weather related delay. If Contractor fails to give the required 24-hour notice, no such weather delay will be subtracted from the Expected Delay Days. Weather delays shall not be deemed "Excusable" unless all of the Expected Delay Days have been exhausted.

8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Engineer of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the Town, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

D. Determination. Within ten days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the Contractor with written notice of Engineer's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Engineer's determination may be issued at such time as the Engineer deems reasonable, but not later than ten Days after receipt by the Engineer of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.

E. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the

fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.25 Liquidated Damages. It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the Town upon request therefore for each calendar day of delay beyond the original or revised scheduled time of completion of Contractor's Work as liquidated damages, and not as a penalty, in the amount per day as set forth in MAG Specifications for each calendar day of delay.

A. Prior to Termination. If the Contract is not terminated, the Contractor shall continue performance and be liable to the Town for the liquidated damages until the Work is complete.

B. After Termination. In the event the Town exercises its right of termination, the Contractor shall be liable to the Town for any excess costs and, in addition, for liquidated damages until such time as the Town may reasonably obtain delivery or performance of similar Services.

3.26 Suspension by the Town for Convenience.

A. Town Determination. The Town may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Town may determine to be appropriate for its convenience.

B. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

3.27 Termination by the Town for Convenience. The Town may, upon 30 days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the Town without prejudice to any right or remedy otherwise available to the Town. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the Town, the Contractor's sole and exclusive right and remedy shall be payment for all Work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the Town's termination by convenience.

3.28 Termination by the Town for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper Materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for 15 days after the Contractor receives written notice of such nonperformance or violation from the Town, then the Town may, without prejudice to any right or remedy otherwise available to the Town, terminate this Contract.

B. Substitute Performance. Upon termination of this Contract by the Town, the Town shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the Town may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the Town and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the Town shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the Town's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the Town may terminate this Contract, without prejudice to any right or remedy otherwise available to the Town, upon giving three business days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the Town may terminate this Contract by giving three business days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

1. Promptly cures all breaches within such three-day period.
2. Provides adequate assurances of future performance.
3. Compensates the Town for actual pecuniary loss resulting from such breaches.
4. Assumes the obligations of the Contractor within the established time limits.

3.29 Contract Subject to Appropriation. The Town is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

3.30 Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the Town, in which event Contractor shall be entitled to compensation for such overtime Work. If the Town requests Contractor to perform additional Work in connection with the Project ("Additional Work"), Contractor shall charge the Town a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the Town on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.

3.31 No Damage for Delay or Additional Work by the Town. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the Town from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the Town, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in event of delay or Additional Work by the Town shall be an extension of time hereunder to complete the Work.

3.32 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the Town. Contractor shall be responsible for damage to the Materials,

machinery, apparatus, tools, equipment and property of the Town and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.33 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until the entire Contract is completed and accepted by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.34 Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the Work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the Town from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractor's employees. The Contractor agrees that once assigned to Work under this Contract, key personnel shall not be removed or replaced without written notice to the Town. If key personnel are not available for Work under this Contract for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the Town and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

3.35 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete the Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the Town's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.36 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of any other structures for which trenching is necessary.

3.37 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specifications, Section 105.2 (Plans and Drawings) as modified by the MAG Supplement. Contractor shall furnish, within three business days following request therefore by the Town, detailed drawings of the Work,

samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as "proposed substitutions" and shall be approved by the Town in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the Town. Approval by the Town shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.38 Utilities.

A. Cooperation. The Contractor shall comply with the requirements of MAG Specifications 105.6, as modified by the MAG Supplement.

B. Utilities Shown on the Plans.

1. Regardless of what utilities are shown on the plans, it shall be Contractor's responsibility to verify these locations and any additional lines which may exist through consulting with the Town, utility companies and "Blue Stake."

2. Existing utilities are indicated on Project plans in accordance with the best information available. Contractor shall notify all owners of utilities when its Work is in progress and shall make such arrangements as are necessary to make any emergency repair to any utility, in a manner satisfactory to the Town of a damaged utility line, including individual or house service utility lines.

3. No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by Contractor's labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.

4. Contractor shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the Work, in order to permit survey location prior to construction.

5. Contractor shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner (as defined in MAG Specifications), or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the underground facility/utility for the total cost of the repair.

C. Utilities Not Shown on the Plans.

1. If utility lines are encountered that are not shown on the plans, and not located, or incorrectly located by the utility owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then MAG Specifications, Section 109.8 and ARIZ. REV. STAT. § 40-360.21 et seq. shall apply.

2. The work necessary for the raising, lowering, or relocating of any such utility shall be at the utility owner's expense. The necessary Work may be done by the utility owner or by Contractor, or as a collaborative effort, at the option of the utility owner. All Work shall be in accordance with the standards of the Town and the utility owner.

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3. In most cases, individual or house service utility lines are not shown on the Plans. It shall be Contractor's responsibility to locate and protect these individual or house services. If, due to Contractor's operations, any of these lines are damaged, it shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the Town. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in Contractor's bid for the Work under this Contract.

3.39 Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106, as modified by the MAG Supplement. The Contractor shall obtain an independent laboratory or testing company and pay all costs of testing required by the Contract Documents, including testing required by MAG, the Specifications, the Town and other jurisdictional bodies. A copy of all test results shall be furnished to the Engineer in a summary report submitted at the subsequent construction progress meeting (time and date to be set upon Contract award) for tests performed. At Substantial Completion, the Contractor shall submit a final test report containing all test results which certifies the Work complies with the Specifications. This report shall be sealed by a professional engineer registered in the State of Arizona who was responsible for overseeing the testing and sampling.

3.40 Cooperation between Contractors. The Contractor shall comply with the requirements of MAG Specifications, Section 105.7, as modified by the MAG Supplement.

3.41 Outdoor Construction Time Restrictions. Unless otherwise permitted by the Engineer, construction will be restricted as listed in the following table:

<b>May 15 – September 15</b>	<b>September 16 – May 14</b>
5:30 a.m. to 6:30 p.m.	6:00 a.m. to 6:30 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 5:00 p.m. on Saturdays. There shall be no Construction Work on Sundays and all Town, State and Federal holidays.

3.42 Construction Survey. Construction survey and as-built record drawings shall conform to the requirements of the MAG Specifications, Section 105.8 (Construction Stakes, Lines and Grades), as modified by the MAG Supplement. Contractor shall provide and pay for all building layout staking, including elevations and all other Project staking. Replacement of construction stakes that have been knocked out due to Contractor's Work or lack of Work, weather conditions, traffic, vandalism or utility contractors will be done at Contractor's expense.

3.43 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Engineer. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the Town. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Town elects to replace survey benchmarks using its own forces.

3.44 Stockpile of Materials.

A. Engineer Approval. The Contractor may, if approved by the Engineer, place or stockpile Materials in the public right-of-way provided such Materials do not prevent access to adjacent properties or prevent compliance with traffic regulations. An encroachment permit shall be required. Any applicable cost shall be paid by the Contractor and shall be presumed to be part of the Contractor's bid.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled Materials and proper dust control shall be maintained.

3.45 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and disposed of by the Contractor. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the Town, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.46 Dust Control and Water. Contractor shall implement dust control measures in accordance with MAG Specifications, Section 104.1, and the MAG Supplement. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the Chaparral City Water Company. Watering shall conform to the provisions of MAG Specifications, Section 225. A deposit and installation fee in amounts set forth in the Chaparral City Water Company's fee schedule is required for each meter. The cost of the water is at the prevailing rate.

3.47 Storm Water. Contractor shall obtain all local, county, state and federal storm water permits.

3.48 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.49 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone as needed. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.50 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and

all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.51 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by Town Representative, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the Town Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the Town Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the Town, if not deducted by the Town from monies due Contractor, shall be paid by Contractor within five business days of written demand by the Town.

3.52 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the Town; provided, however, that the Town shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the Town shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the Town deems unsafe until corrective measures satisfactory to the Town have been taken. Should Contractor neglect to adopt such corrective measures, the Town may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the Town.

3.53 Public Information and Notification. The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the Town Representative at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.53; provided, however, that the Engineer may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and Town officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street closures, (C) detour locations, (D) haul routes and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

A. Neighborhood Notification. Prior to the start of any Work on the Project, the Contractor shall distribute a preliminary "Dear Neighbor" letter (8-1/2" x 11"), as submitted to and subject to the approval of the Engineer, to all businesses, property owners and residents within 600 feet of any portion of this Project. This "Dear Neighbor" letter shall include, at a minimum, the following information:

1. Contractor's name, business telephone number and the 24-hour "Hot Line" telephone number for this Project.
2. Name of Contractor's Project Manager.
3. Name of Contractor's Project Superintendent.

4. Brief description of the Project.
5. Construction schedule, including anticipated Work hours.
6. Anticipated lane restrictions, including the expected duration thereof.
7. Name of Town's Project Manager.
8. Name of the Engineer.

The Town Manager or authorized designee shall provide the Contractor with a distribution list for this "Dear Neighbor" letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Town Manager or authorized designee and (2) provide the Town Manager or authorized designee with a copy of the letter sent and sufficient proof of mailing. Subsequent to delivery of the "Dear Neighbor" letter, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Engineer deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Town Manager or authorized designee, Contractor may be required to distribute additional public notifications. At the end of construction a final "Dear Neighbor" letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor's and the Town's appreciation for their patience during construction of the Project.

B. 24-Hour Project Hotline. The Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the "Hotline"). The Contractor shall include this Hotline telephone number on all public information distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any Work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Engineer weekly and upon request.

C. Public Meetings. The Contractor shall attend such public meetings as deemed necessary by the Town Manager or authorized designee.

D. Press Releases. The Contractor shall, at the request of the Engineer, prepare press releases regarding the Project.

E. Payment for Public Notification. The Town will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Price Sheet and entitled COMMUNITY RELATIONS, for Work performed in accordance with the Notification Plan. Work that is eligible for reimbursement includes: the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. No payment will be made under this item for any calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

#### PART C - MISCELLANEOUS

3.54 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

3.55 Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or

agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Town or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

3.56 Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the Town when such changes do not alter the Contract Price.

3.57 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

3.58 Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

3.59 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work and the specifications, plans/construction drawings as set forth in Section 2.1 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

3.60 Entire Agreement; Interpretation-Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

3.61 Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

3.62 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Materials, Services or construction specified herein without the prior, written approval of the Town. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

3.63 Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of

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any claim of default or breach of this Contract. The failure of the Town to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the Town's acceptance of and payment for Materials or Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Contract.

3.64 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

3.65 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:                   Town of Fountain Hills  
  16705 East Avenue of the Fountains  
  Fountain Hills, Arizona 85268  
  Attn: Kenneth W. Buchanan, Town Manager

With copy to:                   GUST ROSENFELD, P.L.C.  
  One East Washington Street, Suite 1600  
  Phoenix, Arizona 85004-2553  
  Attn: Andrew J. McGuire, Esq.

If to Contractor:               \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_  
  Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.66 Overcharges by Antitrust Violations. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

3.67 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other

similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.65, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

A. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.67. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.65 and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.68 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

3.69 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.70 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.70 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.70 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A).

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Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Town.

3.71 Right to Inspect Plant. The Town may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.72 Warranties. Contractor warrants to the Town that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the Town and that all Work shall be of first class quality, free from faults and defects and in conformance with the Contract. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor's Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the Town immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the Town. Contractor further agrees to execute any special guarantees as provided by the Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the Town and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of the Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the Town's written demand, the Town shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.73 Inspection. All Materials and/or Services are subject to final inspection and acceptance by the Town. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.74 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

3.75 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.76 Liens. All Materials, Service or construction shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

3.77 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

3.78 Patents and Copyrights. All Services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.

3.79 Preparation of Specifications by Persons other than Town Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Town's needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.80 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the Town.

3.81 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Contract, the IFB, the Scope of Work, any Town-approved Purchase Order, the Price Sheet, any Town-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein.

#### PART D - ALTERNATIVE DISPUTE RESOLUTION

3.82 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for subsection 3.85(G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

3.83 Neutral Evaluator, Arbitrators. The Town will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor's approval, which approval shall not be unreasonably withheld. In the event that the Town and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated and the parties shall proceed with the binding arbitration process set forth in Section 3.85 below. The Town and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

3.84 Neutral Evaluation Process. If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The Town through its Engineer shall notify the Neutral Evaluator in writing of the existence of a dispute within ten days of the Town or the Contractor declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven calendar days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that the party shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five calendar days after the hearing.

3.85 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in subsection 3.85(G) below, shall serve as the exclusive method to resolve a dispute if (A) the parties cannot agree to a Neutral Evaluator as set forth in Section 3.83 above or (B) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for

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arbitration in writing within three business days' of receipt of the Neutral Evaluator's decision. If the Contractor requests arbitration or if Contractor rejects the Town's selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in subsection 3.85(M) and the proceeds from the bond shall be allocated in accordance with subsection 3.85(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the Town's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in subsection 3.85(B) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in subsection 3.83. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the Default Neutral Arbitrator, a person or entity jointly selected by the Town and the Contractor. If the Town and the Contractor cannot agree on a Default Neutral Arbitrator, the Town and the Contractor shall each submit two names to an appropriate judge who shall select one person.

C. Expedited Hearing. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 calendar days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a Chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision, if any. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The Chairman upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

E. Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within ten calendar days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to subsection 3.85(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.

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G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of twenty percent (20%) of the original Contract amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of twenty percent (20%) of the original Contract amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications: (1) the Neutral Evaluator or the Arbitration Panel may, at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the Contractor, Architect/Engineer and Project professionals shall not be joined as a party to any claim made by a Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to the Contract or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel are authorized to join to the proceeding parties not in privity with the Town. Contractor cannot be joined to any pending arbitration proceeding, without Contractor's express written consent, unless Contractor is given the opportunity to participate in the selection of the non-Town appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with the Contract or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512, as amended. Appeals shall be to the Maricopa County Superior Court within 15 calendar days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing de novo.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*

M. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fee, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the Town, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the Town in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and

the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be divided evenly between the Town and the Contractor.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Program pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Contractor against the Town or in favor of the Town against the Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of this Contract.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Contractor shall cooperate with the Town in efforts to include this ADR provision in all other Project contracts. Subject to Contractor's reasonable agreement, the Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

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EXHIBIT A  
TO  
INVITATION FOR BIDS NO. DS2015-102  
[Specifications, Plans/Construction Drawings]

See following pages.

**TOWN OF FOUNTAIN HILLS, ARIZONA  
DEVELOPMENT SERVICES DEPARTMENT**

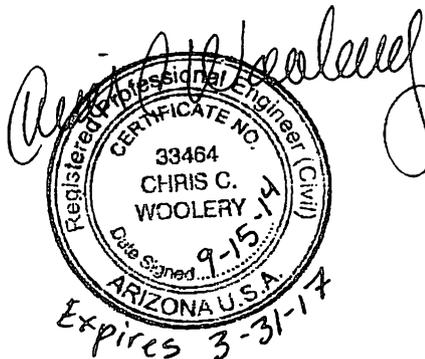


**SAGUARO BOULEVARD RECONSTRUCTION  
(TREVINO DRIVE TO FOUNTAIN HILLS BOULEVARD)  
TOWN OF FOUNTAIN HILLS PROJECT NO. S6010**

**AND**

**SAGUARO BOULEVARD AND PALISADES BOULEVARD  
TRAFFIC SIGNAL IMPROVEMENTS  
TOWN OF FOUNTAIN HILLS PROJECT NO. T5011**

**TECHNICAL SPECIFICATIONS**



**SEPTEMBER 15, 2014**

**Remainder of this document is on the Town's website at  
<http://www.fh.az.gov/available-bids.aspx>  
and is incorporated herein by reference.**

# TOWN OF FOUNTAIN HILLS, ARIZONA

## SAGUARO BLVD RECONSTRUCTION (TREVINO DR TO FOUNTAIN HILLS BLVD)

### S6010



**MAYOR**  
LINDA KAVANAGH

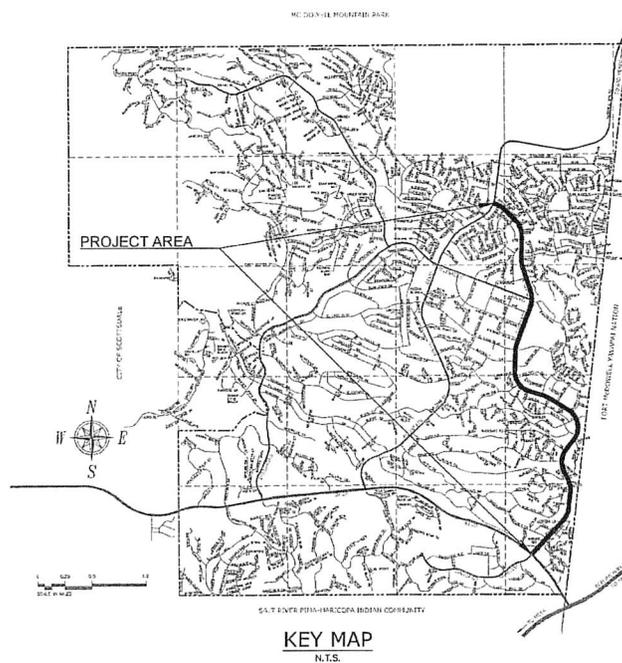
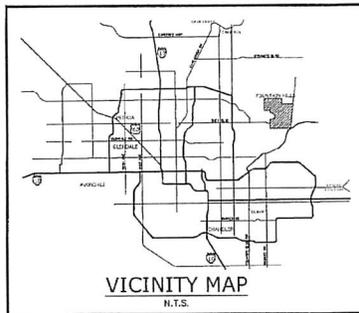
**TOWN COUNCIL**  
DENNIS BROWN  
GINNY DICKEY  
TAIT ELKIE  
CASSIE HANSEN  
HENRY LEGER  
CECIL YATES

**TOWN MANAGER**  
KEN BUCHANAN

**DEVELOPMENT SERVICES DIRECTOR**  
PAUL MOOD

**TOWN ENGINEER**  
RANDY HARREL

UTILITY COMPANY	CONTACT PERSON	PHONE
SALT RIVER PROJECT (DISTRIBUTION)	KIRK GYLLENSKOG	(602) 236-4145
SALT RIVER PROJECT (TRANSMISSION)	KEITH PELLENI	(602) 236-4962
CENTURYLINK	DENNIS ALIST	(480) 243-1752
EPICOR	DON LONG	(602) 236-4174
FOUNTAIN HILLS SANITARY DIST.	RON HUBER	(480) 837-9444
FOUNTAIN HILLS FIRE DEPT.	DAVE OTT	(480) 816-5114
ODX COMMUNICATIONS	BETH JUNGMANN	(602) 832-9753
SOUTHWEST GAS	NORMA JARVIN	(480) 730-3857



SHEET NO.	DWG. SERIES NO.	DESCRIPTION
1	CV01	COVER
2	GND1	GENERAL NOTES & LEGEND
3	TX01	TYPICAL SECTION SHEETS
4-6	DT01 - DT03	DETAILS
7	GL01	GEOMETRIC CONTROL SHEET
8-50 (EVEN #S)	PL01 - PL22	PAVING PLAN SHEETS - SAGUARO BLVD
9-51 (ODDS #S)	PR01 - PR22	PROFILE SHEETS - SAGUARO BLVD
52-53	DR01 - DR02	STORM DRAIN PLAN & PROFILE SHEET - WASH CROSSINGS
54-55	DR03 - DR04	STORM DRAIN PLAN & PROFILE SHEET - PALISADES BLVD
56	SM01	SIGNING & PAVEMENT MARKING NOTES & LEGEND
57-61	SM02 - SM06	SIGN SUMMARY SHEETS
62-73	SM07 - SM18	SIGNING & MARKING PLANS
74-78	L1.0 - L1.4	AVE OF THE FOUNTAINS - HARDSCAPE PLAN
79	L2.0	AVE OF THE FOUNTAINS - IRRIGATION PLAN
80	L3.0	AVE OF THE FOUNTAINS - LANDSCAPE PLAN
81	L4.0	AVE OF THE FOUNTAINS - LANDSCAPE DETAILS
82	L5.0	AVE OF THE FOUNTAINS - FOUNTAIN ELECTRICAL PLAN
83	L5.1	AVE OF THE FOUNTAINS - ELECTRICAL DETAIL
84-88	WR01 - WR05	FOPCOR WATERLINE RELOCATIONS
89-91	SR01 - SR03	FOUNTAIN HILLS SANITARY DISTRICT RELOCATIONS

**APPROVAL**

By: *Randy Harrel* DATE: 9/15/14  
 RANDY HARREL, TOWN ENGINEER  
 TOWN OF FOUNTAIN HILLS, ARIZONA

By: *Paul Mood* DATE: 9/15/14  
 PAUL MOOD, DEVELOPMENT SERVICES DIRECTOR  
 TOWN OF FOUNTAIN HILLS, ARIZONA



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# TOWN OF FOUNTAIN HILLS, ARIZONA

## SAGUARO BLVD AND PALISADES BLVD TRAFFIC SIGNAL IMPROVEMENTS T5011



**MAYOR**  
LINDA KAVANAGH

**TOWN COUNCIL**  
DENNIS BROWN  
GINNY DICKEY  
TAIT ELKIE  
CASSIE HANSEN  
HENRY LEGER  
CECIL YATES

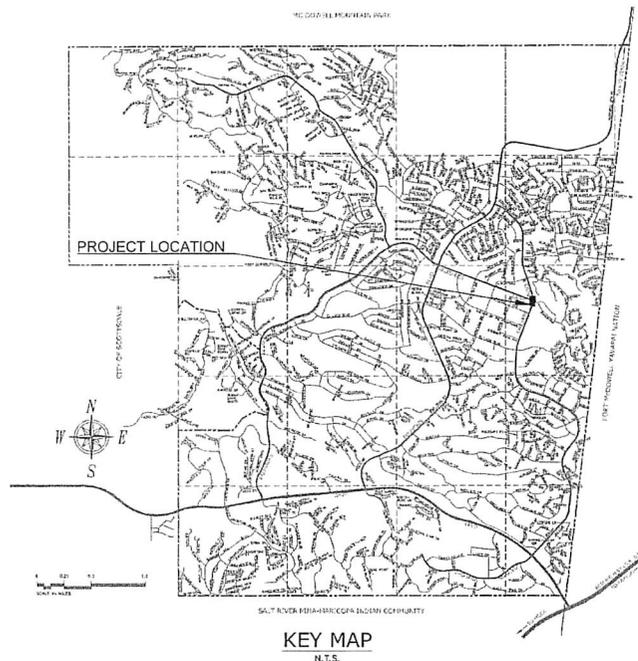
**TOWN MANAGER**  
KEN BUCHANAN

**DEVELOPMENT SERVICES DIRECTOR**  
PAUL MOOD

**TOWN ENGINEER**  
RANDY HARREL

UTILITY COMPANY	CONTACT PERSON	PHONE
SALT RIVER PROJECT (DISTRIBUTION)	KIRK GYLLENKGG	(602) 238-4145
SALT RIVER PROJECT (TRANSMISSION)	KEITH BELLEN	(602) 238-4963
CENTURYLINK	DENNIS AUST	(480) 243-1752
EPCOR	DON LONG	(602) 239-4174
FOUNTAIN HILLS SANITARY DIST.	RON HUBER	(480) 837-8444
FOUNTAIN HILLS FIRE DEPT.	DAVE DIT	(480) 818-3114
COX COMMUNICATIONS	BETH JUNCEMANN	(602) 832-9753
SOUTHWEST GAS	NORMA JARDIN	(480) 730-3857

SAGUARO BLVD/PALISADES BLVD TRAFFIC SIGNAL PROJECT T5011



SHEET NO.	SHEET NAME	DESCRIPTION
1	TS01	COVER
2	TS02	CIVIL GENERAL NOTES AND LEGEND
3	TS03	DETAILS
4	TS04	INTERSECTION STAKING DIAGRAM
5	TS05	INTERSECTION IMPROVEMENT PLAN SHEET
6	TS06	TRAFFIC SIGNAL GENERAL NOTES AND LEGEND
7	TS07	TRAFFIC SIGNAL REMOVAL PLAN
8	TS08	TRAFFIC SIGNAL PLAN
9	TS09	POLE SCHEDULE
10	TS10	CONDUCTOR SCHEDULE
11-12	TS11-TS12	INTERNALLY ILLUMINATED STREET NAME SIGN DETAILS

**APPROVAL**

BY: Randy Harrel DATE: 9-15-14  
 RANDY HARREL, TOWN ENGINEER  
 TOWN OF FOUNTAIN HILLS, ARIZONA

BY: Paul Mood DATE: 9/15/14  
 PAUL MOOD, DEVELOPMENT SERVICES DIRECTOR  
 TOWN OF FOUNTAIN HILLS, ARIZONA



K:\P\K\_Harrel\101141501-Submittal\Doc\Development\Traffic\T5011\Traffic\T5011-Traffic-Signal\T5011-Traffic-Signal.dwg 9/15/2014 2:45 AM FENNER, JASCO

**Remainder of this document is on the Town's website at  
<http://www.fh.az.gov/available-bids.aspx>  
and is incorporated herein by reference.**

**EXHIBIT B  
TO  
INVITATION FOR BIDS NO. DS2015-102**

**[Substitution/Equal Request Form]**

**See following pages.**

SUBSTITUTION/EQUAL REQUEST FORM

Saguaro Boulevard Reconstruction  
DS2015-102

Bidder \_\_\_\_\_ hereby submits for Town's consideration the following product, instead of the specified item, for the above Project.

<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain:  
\_\_\_\_\_  
\_\_\_\_\_

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes \_\_\_\_\_ No \_\_\_\_\_

C. List differences between proposed substitution and specified item.

<u>Specified Item</u>	<u>Proposed Substitution</u>
_____	_____
_____	_____

D. Does substitution affect Drawing dimensions? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain:

\_\_\_\_\_  
\_\_\_\_\_

E. What effect does substitution have on other trades? \_\_\_\_\_

F. Does manufacturer's warranty of proposed substitution differ from that specified?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_

G. Will substitution affect progress schedule? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain:

\_\_\_\_\_

H. Will substitution require more license fees or royalties than specified product?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

I. Will maintenance and service parts be locally available for substitution?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, explain what material substitutions will be required to make your proposed substitution compatible: \_\_\_\_\_

\_\_\_\_\_

List materials that will be required to provide compatibility: \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.

The undersigned understands and agrees that the substitution requested, including all supporting data, must be submitted to and be in the possession of the Town ten (10) full calendar Days prior to the Bid Deadline, to be considered, including all supporting data for the substitution. Telegraphic (facsimile) or electronic (email) copies will not be considered.

Submitted by: \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Date

\_\_\_\_\_

Telephone No.

For Town's Use Only:

Accepted: \_\_\_\_\_

Accepted: \_\_\_\_\_

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

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT 4  
TO  
ADDENDUM NO. 1  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Price Sheet]

See following pages.

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD RECONSTRUCTION (TREVINO DR TO FOUNTAIN HILLS BLVD)  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
 S6010

**SCHEDULE A**

BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
105.80000	CONSTRUCTION SURVEYING	LS	1	75,000.00	75,000.00
107.02000	AZPDES PERMIT	LS	1	25,000.00	25,000.00
109.09000	MOBILIZATION/DEMOLITION	LS	1	485,000.00	485,000.00
112.01000	CONTRACTOR QUALITY CONTROL	LS	1	95,000.00	95,000.00
201.01012	REMOVE TREE, DIAMETER > 12"	EA	13	1,250.00	16,250.00
220.10075	RIPRAP, D50=3", 6" THICK, WITH FILTER FABRIC	CY	41	135.00	5,535.00
220.10150	RIPRAP, D50=6", 1' THICK, WITH FILTER FABRIC	CY	10	180.00	1,800.00
220.20000	GROUTED RIPRAP, D50=6", 1' THICK (NO FILTER FABRIC)	CY	18	300.00	5,400.00
301.01000	SUBGRADE PREPARATION	SY	154,148	3.75	578,055.00
310.03150	AGGREGATE BASE COURSE, 6" THICK	SY	154,148	3.50	539,518.00
321.00202	ASPHALT CONCRETE PAVEMENT SURFACE COURSE, A-12.5 EVAC, 2" THICK	SY	154,148	7.25	1,117,573.00
321.00302	ASPHALT CONCRETE PAVEMENT BASE COURSE, A-19 EVAC, 2" THICK	SY	154,148	7.25	1,117,573.00
329.02000	BITUMINOUS TACK COAT	TON	64	500.00	32,000.00
340.01110	VERTICAL CURB & GUTTER, MAG DET. 220-1, TYPE A, H=6"	LF	48,075	9.50	456,712.50
340.01130	ROLL CURB & GUTTER, MAG DET. 220-1, TYPE C	LF	3,436	12.00	41,232.00
340.01150	SINGLE CURB, MAG DET. 222, TYPE A, H=6"	LF	61	21.00	1,281.00
340.01210	CONCRETE SIDEWALK, MAG DET. 230	SF	3,286	3.00	9,858.00
340.01217	CONCRETE MEDIAN NOSE TRANSITION PER MAG DET. 223	EA	25	275.00	6,875.00
340.01220	CONCRETE SIDEWALK, MODIFIED 9" THICK, MAG DET. 230	SF	155	6.00	930.00
340.01305	DIRECTIONAL SIDEWALK RAMP RETROFIT, TYPE A, PER CITY OF SCOTTSDALE DET 2233-1	EA	8	1,400.00	11,200.00
340.01308	IN-LINE SIDEWALK RAMP, PER CITY OF CHANDLER DET C-257	EA	2	1,300.00	2,600.00
340.01309	SIDEWALK RAMP PER DETAIL 7, DRAWING L1.3 (AVENUE OF THE FOUNTAINS)	EA	1	1,500.00	1,500.00
340.01390	DETECTABLE WARNING PRE-CAST SLAB, TERRA COTTA COLOR	SF	322	30.00	9,660.00
340.01600	CONCRETE APRON AND VALLEY GUTTER, MAG DET. 240	SF	1,215	9.00	10,935.00
340.20501	CONCRETE PAVER BAND AROUND PAVERS W/ CONCRETE FOOTER	LF	510	15.00	7,650.00
342.01100	CONCRETE PAVING STONE W/ BASE MATERIAL	SF	3,190	6.00	19,140.00
345.00020	ADJUST FHSD VAULT PER DETAIL	EA	5	1,500.00	7,500.00
345.01100	ADJUST MANHOLE FRAME & COVER, MAG DET. 422	EA	23	425.00	9,775.00
345.01400	ADJUST VALVE BOX & COVER, MAG DET. 391-1, TYPE C	EA	84	400.00	33,600.00
345.01505	ADJUST TRAFFIC SIGNAL PULLBOX TO GRADE	EA	2	400.00	800.00
345.01510	RELOCATE EXISTING REMOTE CONTROL VALVE & BOX, EXTEND SLEEVE, WIRE, AND MAINLINE	JOB	1	2,000.00	2,000.00
350.01250	CUT AND REMOVE EXISTING PIPE, BACKFILL & COMPACT	LF	333	22.00	7,326.00
350.01300	REMOVE EXISTING AC PAVEMENT	SY	160,743	1.65	265,225.95

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD RECONSTRUCTION (TREVINO DR TO FOUNTAIN HILLS BLVD)  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
 S6010

<b>SCHEDULE A</b>					
<b>BID ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
350.01602	REMOVE CONCRETE DRAINAGE INLET STRUCTURE	EA	4	500.00	2000.00
350.01800	REMOVE CONCRETE CURB AND GUTTER	LF	672	4.00	2688.00
350.01801	REMOVE VALLEY GUTTER	SF	2,932	2.00	5864.00
350.01850	REMOVE CONCRETE WEDGE CURB	LF	50,773	1.00	50,773.00
350.01900	REMOVE SIDEWALK	SF	3,922	1.50	5,883.00
350.01901	SAWCUT & REMOVE EXISTING SIDEWALK/SIDEWALK RAMP FOR DETECTABLE WARNING SLAB	SF	242	2.10	508.20
350.01950	REMOVE EXISTING TRUNCATED DOMES	SF	17	5.50	93.50
350.01951	REMOVE EXISTING CONCRETE FOUNDATIONS (FOR LIGHTING)	EA	3	700.00	2,100.00
350.02251	REMOVE CONCRETE SPILLWAY	SF	73	7.00	511.00
350.04002	REMOVE PEDESTRIAN PUSH BUTTON & FOUNDATION	EA	2	610.00	1,220.00
350.04100	REMOVE TRAFFIC SIGNS	LS	1	500.00	500.00
350.50001	REMOVE EXISTING IMPROVEMENTS (AVENUE OF THE FOUNTAINS MEDIAN)	LS	1	25,000.00	25,000.00
401.01000	TRAFFIC CONTROL	LS	1	150,000.00	150,000.00
401.01105	UNIFORMED OFF-DUTY OFFICER	HR	600	55.00	33,000.00
401.11100	PORTABLE CHANGEABLE MESSAGE SIGN	EA-DAY	400	40.00	16,000.00
405.00010	SURVEY MARKER, MAG DET. 120-1, TYPE A	EA	5	400.00	2,000.00
405.00020	SURVEY MARKER, MAG DET. 120-1, TYPE B	EA	1	130.00	130.00
430.01001	LANDSCAPE ESTABLISHMENT - (MAINTENANCE)	LS	1	5,000.00	5,000.00
430.01016	TREE - 48" BOX	EA	4	1600.00	6400.00
430.01021	SHRUBS - 1 GAL	EA	55	7.00	385.00
430.01025	SHRUBS - 5 GAL	EA	51	15.00	765.00
430.01035	CONCRETE HEADER	LF	57	11.00	627.00
430.01038	SOD	SF	3,495	.60	2,097.00
430.01075	TYPAR (ROOT PROTECTION)	SF	790	6.00	4740.00
430.42001	DECOMPOSED GRANITE, 2" THICK	SF	1,645	.65	1,069.25
440.10000	IRRIGATION SYSTEM (AOTF)	LS	1	6000.00	6000.00
440.10022	1" BACKFLOW PREVENTION UNIT & ASSEMBLY	EA	15	2400.00	36,000.00
440.40001	1" SCH. 40 PVC IRRIGATION SERVICE	LF	805	1.50	1,207.50
440.40004	4" SCH. 40 PVC CONDUIT SLEEVE	LF	710	5.50	3905.00
461.01100	4" WHITE TRAFFIC PAINT STRIPE	LF	80,671	.62	50,016.02
461.01200	4" YELLOW TRAFFIC PAINT STRIPE	LF	14,960	.62	9,275.20
461.01500	PAINT SYMBOL (ARROWS)	EA	51	45.00	2295.00
461.01600	PAINT MEDIAN ISLAND	EA	55	90.00	4950.00

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD RECONSTRUCTION (TREVINO DR TO FOUNTAIN HILLS BLVD)  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
 S6010

<b>SCHEDULE A</b>					
<b>BID ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
462.01100	4" WHITE THERMOPLASTIC TRAFFIC STRIPE	LF	80,671	.21	16,940.91
462.01200	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE	LF	14,960	.21	3,141.60
462.01510	THERMOPLASTIC PAVEMENT ARROW	EA	51	80.00	4,080.00
463.01000	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE C, CLEAR, RED)	EA	1,529	3.00	4,587.00
463.01100	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	EA	2,673	3.00	8,019.00
463.01200	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	EA	18	3.00	54.00
463.01400	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	EA	36	3.00	108.00
464.02000	PERFORATED SIGN POST	LF	386	9.00	3,474.00
464.02001	PERFORATED SIGN POST FOUNDATION, DETAIL ADOT S-3	EA	39	100.00	3,900.00
465.01003	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	SF	39	26.00	1,014.00
473.61000	6' X 6' DETECTOR LOOP	EA	4	700.00	2,800.00
473.64000	6' X 40' QUADRUPOLE LOOP	EA	3	1600.00	4,800.00
479.00001	SCH. 40 PVC ELECTRICAL CONDUIT, 3/4"	LF	210	9.00	1,890.00
479.00011	SCH. 40 PVC ELECTRICAL CONDUIT, 1"	LF	105	4.00	420.00
479.00015	SCH. 40 PVC ELECTRICAL CONDUIT, 1.5"	LF	70	11.00	770.00
479.01000	CONDUCTOR (NO. 12)	LF	420	1.20	504.00
479.01001	CONDUCTOR (NO. 8)	LF	20	1.60	32.00
479.01002	CONDUCTOR (NO. 6)	LF	285	2.10	598.50
479.01003	CONDUCTOR (NO. 3)	LF	1,480	3.50	5,180.00
479.01004	CONDUCTOR (INSULATED BOND) (NO. 12)	LF	210	1.25	262.50
479.01005	CONDUCTOR (INSULATED BOND) (NO. 8)	LF	475	1.75	831.25
479.01006	ELECTRICAL PANEL	EA	1	5200.00	5200.00
479.01007	ELECTRICAL EVENT RECEPTACLE	EA	1	1000.00	1,000.00
479.01008	GFCI RECEPTACLE	EA	3	200.00	600.00
479.01010	WALL MOUNTED LIGHT FIXTURE (HUBBEL CAT# LNC2/12LU/4K/4/2)	EA	1	900.00	900.00
505.06401	CONCRETE SCUPPER, MAG DET. 206, W=26.5'	EA	1	5300.00	5300.00
505.13617	CATCH BASIN COP STD P-1569-1 OR 2, TYPE M-1, L=17', MODIFIED	EA	2	6600.00	13,200.00
505.13627	CATCH BASIN COP STD P-1569-1 OR 2, TYPE M-2, L=17'	EA	4	6900.00	27,600.00
505.13628	CATCH BASIN COP STD P-1569-1 OR 2, TYPE M-2, L=17', MODIFIED	EA	2	6700.00	13,400.00
520.01035	SAFETY RAIL (HEIGHT = 3'-6") MAG DET. 145	LF	36	45.00	1,620.00
523.15235	HEADWALL, DROP INLET, MAG DET. 501-5 (MODIFIED)	EA	3	8000.00	24,000.00
540.00000	WATER FEATURE AND PLAZA (WALLS, CURBS, NOZZELS, PUMPS, PIPING, CONTROL SYSTEM, AND RELATED ITEMS)	LS	1	125,000.00	125,000.00
610.02012	12" DUCTILE IRON PIPE WATERLINE W/ FITTINGS	LF	364	195.00	70,980.00

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD RECONSTRUCTION (TREVINO DR TO FOUNTAIN HILLS BLVD)  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
 S6010

<b>SCHEDULE A</b>					
<b>BID ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
610.05110	VERT. REALIGN 12" WATERLINE (EPCOR-LOCATION 1)	EA	1	18,000.00	18,000.00
610.05111	VERT. REALIGN 12" WATERLINE (EPCOR-LOCATION 2)	EA	1	20,000.00	20,000.00
610.05112	VERT. REALIGN 12" WATERLINE (EPCOR-LOCATION 3)	EA	1	18,500.00	18,500.00
610.05113	VERT. REALIGN 12" WATERLINE (EPCOR-LOCATION 4)	EA	1	18,000.00	18,000.00
610.05200	AIR RELEASE VALVE (FHSD)	EA	2	7,000.00	14,000.00
616.00005	VERT. REALIGN 16" EFFLUENT (FHSD)	EA	1	26,000.00	26,000.00
616.00010	VERT. REALIGN 12" FORCEMAIN (FHSD)	EA	1	20,000.00	20,000.00
616.00015	VERT. REALIGN 12" EFFLUENT (FHSD)	EA	1	14,000.00	14,000.00
618.00136	36"X24" PRE FABBED T CONNECTION	EA	1	400.00	400.00
618.00153	ARCH PIPE PRE FABBED T CONNECTION	EA	1	550.00	550.00
618.00836	PIPE PLUG, MAG DET. 427, 36" PIPE	EA	1	200.00	200.00
618.00900	CONCRETE PIPE COLLAR, MAG DET. 505	EA	3	1,100.00	3,300.00
621.11180	18" CMP, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED TYPE A	LF	22	95.00	2,090.00
621.11240	24" CMP, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED TYPE A	LF	338	118.00	39,884.00
621.11360	36" CMP, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED TYPE A	LF	144	155.00	22,320.00
621.11480	48" CMP, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED TYPE A	LF	30	145.00	4,350.00
621.11530	53"X41" CMP ARCH PIPE, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED	LF	327	250.00	81,750.00
625.01100	STORM DRAIN MANHOLE, MAG DET. 520 & 522	EA	2	3,500.00	7,000.00
625.01200	STORM DRAIN MANHOLE, MAG DET. 521 & 522	EA	3	3,800.00	11,400.00
630.01112	12" GATE VALVE W/ BOX & COVER	EA	1	5,200.00	5,200.00
798.10000	SITE FURNISHINGS (BENCHES, TRASH RECEPTACLE, BIKE RACK AND CLOCK)	LS	1	14,000.00	14,000.00
799.10000	8" CMU WALL, GATE, METAL PANELS	LS	1	18,000.00	18,000.00
799.10010	GABION BASKET SEAT WALL	LF	20	600.00	12,000.00
799.10020	GABION BASKET COLUMN AND LIGHT	EA	2	7,500.00	15,000.00
SCHEDULE A SUB TOTAL BASE BID:					6,170,657 <sup>88</sup>
OWNER'S ALLOWANCE:					\$250,000.00
SCHEDULE A TOTAL BASE BID (INCLUDING OWNER'S ALLOWANCE)*:					6,420,657 <sup>88</sup>

\* ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL MATERIALS CONTAINED IN THE PLANS FOR THE PROJECT ARE BID ON THE PRICE SHEET.

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD PALISADES BLVD TRAFFIC SIGNAL IMPROVEMENTS  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
 T5011

<b>SCHEDULE B</b>					
<b>BID ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
105.80000	CONSTRUCTION SURVEYING	LS	1	5000.00	5000.00
107.02000	AZPDES PERMIT	LS	1	550.00	550.00
109.09000	MOBILIZATION/DEMOLITION	LS	1	10,000.00	10,000.00
112.01000	CONTRACTOR QUALITY CONTROL	LS	1	8000 <sup>00</sup>	8000 <sup>00</sup>
301.01000	SUBGRADE PREPARATION	SY	2,427	2.60	6,310.20
310.03150	AGGREGATE BASE COURSE, 6" THICK	SY	2,427	6.50	15,775.50
321.00202	ASPHALT CONCRETE PAVEMENT SURFACE COURSE, A-12.5 EVAC, 2" THICK	SY	2,427	8.00	19,416.00
321.00302	ASPHALT CONCRETE PAVEMENT BASE COURSE, A-19 EVAC, 2" THICK	SY	2,427	8.00	19,416.00
329.02000	BITUMINOUS TACK COAT	Ton	1	725.00	725.00
340.01110	VERTICAL CURB & GUTTER, MAG DET. 220, TYPE A, H=6"	LF	420	20.00	8,400.00
340.01150	SINGLE CURB, MAG DET. 222, TYPE A	LF	34	17.00	578.00
340.01210	CONCRETE SIDEWALK, MAG DET. 230	SF	952	3.00	2,856.00
340.01217	CONCRETE MEDIAN NOSE TRANSITION PER MAG DET. 223	EA	2	255.00	510.00
340.01304	DIRECTIONAL SIDEWALK RAMP PER CITY OF SCOTTSDALE DET 2232	EA	2	1200.00	2400.00
340.01305	DIRECTIONAL SIDEWALK RAMP RETROFIT, TYPE A, PER CITY OF SCOTTSDALE DET 2233-1	EA	3	1200.00	3600.00
340.01306	DIRECTIONAL SIDEWALK RAMP RETROFIT, TYPE B, PER CITY OF SCOTTSDALE DET 2233-2	EA	1	1200.00	1200.00
340.01307	MID-BLOCK SIDEWALK RAMP, TYPE B PER CITY OF SCOTTSDALE DET 2235-2	EA	1	1600.00	1600.00
340.01390	DETECTABLE WARNING PRE-CAST SLAB, TERRA COTTA COLOR	SF	50	26.00	1300.00
345.00020	ADJUST FHSD VAULT PER DETAIL	EA	1	1400.00	1400.00
345.01100	ADJUST MANHOLE FRAME & COVER, MAG DET. 422	EA	1	400.00	400.00
345.01400	ADJUST VALVE BOX & COVER, MAG DET. 391-1-C	EA	3	400.00	1200.00
350.01300	REMOVE EXISTING AC PAVEMENT	SY	2,297	3.25	7,465.25
350.01800	REMOVE CONCRETE CURB AND GUTTER	LF	259	3.00	777.00
350.01801	REMOVE VALLEY GUTTER	SF	2,147	1.50	3,220.50
350.01850	REMOVE CONCRETE WEDGE CURB	LF	152	2.60	395.20
350.01900	REMOVE SIDEWALK	SF	1,525	1.60	2,440.00
350.04001	REMOVE, SALVAGE AND DISPOSE TRAFFIC SIGNAL	LS	1	3600.00	3600.00
401.01000	TRAFFIC CONTROL	LS	1	12,000 <sup>00</sup>	12,000 <sup>00</sup>
465.02010	ILLUMINATED STREET NAME SIGN	EA	4	7500.00	30,000.00
471.60045	NO. 5 PULL BOX	EA	2	375.00	750.00
471.60047	NO. 7 PULL BOX	EA	6	450.00	2700.00
471.60057	NO. 7 PULL BOX W/ EXTENSION	EA	1	550.00	550.00
471.61112	SCH. 40 PVC ELECTRICAL CONDUIT, 2" W/ 1/4" NYLON PULL ROPE AND #8 BARE COPPER WIRE (TRENCH)	LF	450	10.00	4500.00

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD PALISADES BLVD TRAFFIC SIGNAL IMPROVEMENTS  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
 T5011

<b>SCHEDULE B</b>					
BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
471.61113	SCH. 40 PVC ELECTRICAL CONDUIT, 2" W/ 1/4" NYLON PULL ROPE AND #8 BARE COPPER WIRE (HORIZONTAL BORE)	LF	100	45.00	4,500.00
471.61312	SCH. 40 PVC ELECTRICAL CONDUIT, 3" W/ 1/4" NYLON PULL ROPE AND W/ # 8 BARE COPPER WIRE (TRENCH)	LF	100	13.00	1,300.00
471.61313	SCH. 40 PVC ELECTRICAL CONDUIT, 3" W/ 1/4" NYLON PULL ROPE AND W/ # 8 BARE COPPER WIRE (HORIZONTAL BORE)	LF	1,050	31.00	32,550.00
472.61100	POLE FOUNDATION, TYPE A, ADOT DTL T.S 4-1	EA	4	700.00	2,800.00
472.61400	POLE FOUNDATION, TYPE K OR R, ADOT DTL T.S. 4-9 OR 4-11	EA	4	2,500.00	10,000.00
472.61500	POLE FOUNDATION, TYPE PB (PUSH BUTTON), ADOT DTL T.S. 4-22	EA	2	600.00	1,200.00
473.61000	6' X 6' DETECTOR LOOP	EA	5	600.00	3,000.00
473.73000	PEDESTRIAN PUSH BUTTON W/ SIGN	EA	8	500.00	4,000.00
473.73010	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN	EA	2	650.00	1,300.00
474.60750	TYPE R SIGNAL POLE W/ 45' MAST ARM, ADOT T.S. 4-11	EA	3	7,400.00	22,200.00
474.60760	TYPE R SIGNAL POLE W/ 50' MAST ARM, ADOT T.S. 4-11	EA	1	7,600.00	7,600.00
475.83020	PRE-EMPTION EQUIPMENT	LS	1	9,000.00	9,000.00
476.61212	12" SIGNAL INDICATION, TYPE 'F' SIGNAL FACE W/ TYPE II PLUMBIZER MOUNTING ASSEMBLY	EA	8	600.00	4,800.00
476.61213	12" SIGNAL INDICATION, TYPE 'F' SIGNAL FACE W/ TYPE V MOUNTING ASSEMBLY	EA	8	900.00	7,200.00
476.61214	12" SIGNAL INDICATION, TYPE 'F' SIGNAL FACE W/ TYPE VII MOUNTING ASSEMBLY	EA	1	1,300.00	1,300.00
476.61215	12" SIGNAL INDICATION, TYPE 'F' SIGNAL FACE W/ ASTRO BRACK MOUNTING ASSEMBLY	EA	1	775.00	775.00
476.62015	PEDESTRIAN SIGNAL INDICATION W/ TYPE V MOUNTING ASSEMBLY	EA	8	650.00	5,200.00
477.61200	LUMINAIRE, MAST ARM 20'	EA	4	1,700.00	6,800.00
478.01000	ELECTRICAL CONDUCTORS	LS	1	17,000.00	17,000.00
485.20000	VIDEO DETECTION SYSTEM (4-CAMERA)	LS	1	28,000.00	28,000.00
SCHEDULE B TOTAL BASE BID*:					349,559.65

\* ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL MATERIALS CONTAINED IN THE PLANS FOR THE PROJECT ARE BID ON THE PRICE SHEET.

EXHIBIT D  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Federal Requirements]

See following page.

Not applicable to this Project.

EXHIBIT E  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS

Saguaro Boulevard Reconstruction  
DS2015-102

**Attach a copy of your Contractor's License to your bid submittal.**

**Attach a copy of your Business License to your bid submittal.**

\* Business License must be either a Town of Fountain Hills Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No  \_\_\_\_\_.

If yes, please provide details and documentation of the certification.



**DISCLAIMER**

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at [www.azroc.gov/Legal/Disclaimer.html](http://www.azroc.gov/Legal/Disclaimer.html)

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

**Details for License Number 074063 (Thursday, October 16, 2014 1:32:59 PM)**

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class   Type   Entity	Issued/Renewal
Nesbitt Contracting Co Inc 100 S Price Rd Tempe, AZ 85281-3118 Phone: (480) 894-2831	CURRENT	A   COMMERCIAL   CORPORATION	First Issued: 12/31/1987 Renewed Thru: 06/30/2016

License Class & Description **A GENERAL ENGINEERING**

**Comments**

•[TEMP LIC ISSUED 7/87]•[SEE MASTER FILE FOR ADD'L OFFICERS]•[SUSP 1/13/03 - 1/14/03 LACK OF BOND]

**Qualifying Party and Personnel**

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name James Larkin Nesbitt	Position QP/OFFICER	Qual. Date 12/31/1987	Name Michael James Elliott	Position OFFICER
Name John Andrew Nesbitt	Position OFFICER		Name Steven L Roulo	Position OFFICER
Name Thomas James Nesbitt	Position FORMER QP/OFFICER	Inactivation Date 07/27/1994		

**Complaint Information**

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

<b>Open:</b>	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
<b>Closed Cases</b>		
<b>Disciplined:</b>	0	This is the number of complaints that resulted in discipline against this contractor.
<b>Resolved/Settled/Withdrawn:</b>	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
<b>Denied Access:</b>	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
<b>Bankruptcy:</b>	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

**Bond [ 1 ] Information**

Number	Effective	Amount	Paid	Available	Company	Notes
SF5764	01/14/2003	\$90,000.00	\$0.00	\$90,000.00	ST PAUL FIRE & MARINE INS CO	

**Bond [ 2 ] Information**

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
11127218763	07/01/1993	01/13/2003	\$90,000.00	\$0.00	\$90,000.00	THE AMERICAN INSURANCE COMPANY	

**Bond [ 3 ] Information**

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
5085989	07/01/1991	07/25/1993	\$90,000.00	\$0.00	\$90,000.00	HARTFORD FIRE INSURANCE CO	

POST IN A  
CONSPICUOUS  
PLACE

**Town of Fountain Hills**  
16705 East Avenue of the Fountains  
Fountain Hills, AZ 85268  
(480) 816-5100

License Number  
4952

**BUSINESS LICENSE**  
**THIS LICENSE EXPIRES 08/31/2015**

Account Number: 2753

Business Name: NESBITT CONTRACTING CO, INC  
Mailing Address: 100 SOUTH PRICE RD  
TEMPE AZ 85281

Physical Address: 100 SOUTH PRICE RD  
TEMPE AZ 85281

Nature of Business: CONSTRUCTION



Date Issued: September 24, 2014

Beverly J. Bender  
Town Clerk

Total Paid:

50.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. **This License is NON-Transferable**

EXHIBIT F  
TO  
INVITATION FOR BIDS NO. DS2015-102

[References]

See following page.

REFERENCES

Saguaro Boulevard Reconstruction  
DS2015-102

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.16 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: City of Phoenix  
Address 1033 E. Madison St  
City/State/Zip Code Phoenix, AZ 85033  
Contact: David Bradley  
Telephone Number: 602-206-0446  
Date of Contract Initiation: 10/25/13  
Date of Contract Expiration: 4/7/14  
Final Project Cost: 1,247,107.00  
Project Description: 2013 Residential Overlay JOA 24  

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2. Company: Arizona Department of Transportation  
Address 1651 W. Jackson 121 F  
City/State/Zip Code Phoenix AZ 85007  
Contact: Adam Brahn  
Telephone Number: 602-712-2302  
Date of Contract Initiation: 7/17/13  
Date of Contract Expiration: 3/06/14  
Final Project Cost: 2,646,911.00  
Project Description: SR 587- SR 87 to JCT 1-10, AC Mill & Overlay with  
Guardrail Improvements  

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3. Company: City of Tempe  
Address 31 E. Fifth St.  
City/State/Zip Code Tempe AZ 85280  
Contact: Toby Crooks  
Telephone Number: 480-350-8565  
Date of Contract Initiation: 5/09/13  
Date of Contract Expiration: 7/31/13  
Final Project Cost: 1,041,771.00  
Project Description: Resurface Baseline Rd, Darrow to Rural  

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EXHIBIT G  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Bid Bond]

See following page.

BID BOND

Saguaro Boulevard Reconstruction  
DS2015-102

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, NESBITT CONTRACTING CO., INC (hereinafter called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Fountain Hills, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, TEN PERCENT (10%) OF AMOUNT BID (Dollars) (\$10%) lawful money of the United States of America, to be paid to the order of the Town of Fountain Hills, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: SAGUARO BOULEVARD RECONSTRUCTION.

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

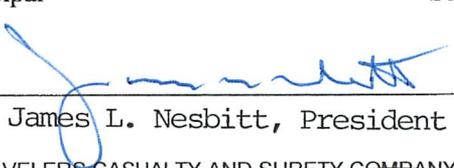
The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this 22ND day of OCTOBER 2014.

NESBITT CONTRACTING CO., INC.

Principal

Seal

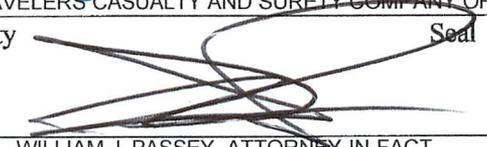
By: 

James L. Nesbitt, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

Seal

By: 

WILLIAM J. PASSEY, ATTORNEY-IN-FACT

PASSEY-BOND CO., INC.

Agency of Record



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228371

Certificate No. 006026539

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William J. Passey, Debbie Lavo, Christina Shriner, Michael W. Hubay, and Dave Mathews

of the City of Mesa, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of August, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of August, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of October, 2014

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF



ARIZONA

DEPARTMENT OF INSURANCE  
CERTIFICATE OF AUTHORITY

I, JOHN A. GREENE, Director of Insurance of the State of Arizona, do hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Domiciled in Connecticut  
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

CASUALTY WITH WORKERS' COMPENSATION  
DISABILITY  
MARINE AND TRANSPORTATION  
PROPERTY  
SURETY  
VEHICLE

insurance within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute § 20-217 (C) states:

*A Certificate of Authority remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.*

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is July 1, 1997.



*John A. Greene*  
\_\_\_\_\_  
John A. Greene  
Director of Insurance

E146 (01/97)

282944  
000843

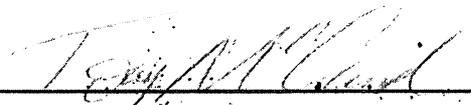
STATE  
OF  
ARIZONA

DEPARTMENT OF INSURANCE

*THIS IS TO CERTIFY, THAT THIS  
INSTRUMENT IS A FULL, TRUE AND  
CORRECT COPY OF THE ORIGINAL  
ELECTRONICALLY FILED WITH THE  
NATIONAL ASSOCIATION OF INSURANCE  
COMMISSIONERS AND CONSISTS OF  
1 PAGE(S)*

HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT

FOR THE DIRECTOR OF INSURANCE THIS 14 JANUARY 2013.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

282944

CERTIFICATE No.:



EXHIBIT H  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Key Personnel/Subcontractor Listing]

KEY PERSONNEL/SUBCONTRACTOR LISTING

Saguaro Boulevard Reconstruction  
DS2015-102

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

Category:	Personnel/ Subcontractor Name, Contact Information:
<u>Nesbitt - Project Manager</u>	<u>Andy Jamrogiewicz 480-423-7647</u>
<u>Nesbitt - Project Foreman</u>	<u>Bill Olson 602-339-0062</u>
<u>Milling</u>	<u>Arizona Pavment Profiling, Jack Sawyer 480-966-6094</u>
<u>Survey</u>	<u>Sage Surveying Mike Tholl 480-270-1538</u>
<u>Striping</u>	<u>Roadsafe Albert Latz 602-243-1218</u>
<u>Quality Control</u>	<u>ACS Sean Mayfield 480-968-0190</u>
<u>Masonry</u>	<u>Ferdig Masonry Doug Ferdig 602-291-0053</u>
<u>Fountain Work</u>	<u>Art Hines Aquatic Art Hines 480-577-3640</u>
<u>Adjustments</u>	<u>Specialty Gary Waugh 623-582-2385</u>
<u>Signs</u>	<u>Specialty Gary Waugh 623-582-2385</u>
<u>Landscaping</u>	<u>Landtech Landscape Kevin Lowey 602-763-0040</u>
<u>Traffic Control</u>	<u>NBC Rich Goebel 602-768-3825</u>
<u>Waterline</u>	<u>Auza David Auza 602-870-6679</u>
<u>Pipe</u>	<u>Axiom Tracy Brisbin 623-594-8001</u>
<u>Electric</u>	<u>ATS Mark Mahc 602-791-4194</u>
<u>Community Relators</u>	<u>ACS Terry Smith 602-264-4611</u>

EXHIBIT I  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Performance Bond]

See following page.

PERFORMANCE BOND

Saguaro Boulevard Reconstruction  
DS2015-102

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Fountain Hills (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, for the material, service or construction described as \_\_\_\_\_ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Principal Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

EXHIBIT J  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Payment Bond]

See following page.

PAYMENT BOND

Saguaro Boulevard Reconstruction  
DS2015-102

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Fountain Hills (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, for the material, service or construction described as \_\_\_\_\_ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record

EXHIBIT K  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Acknowledgments of Addenda received]

See following page(s).

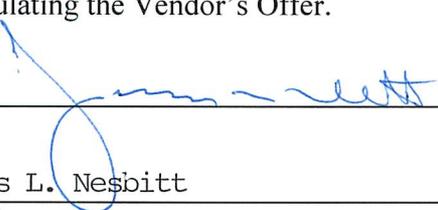
**TOWN OF FOUNTAIN HILLS  
ACKNOWLEDGMENT OF ADDENDA RECEIVED  
INVITATION FOR BIDS**

**SAGUARO BOULEVARD RECONSTRUCTION**

**(DS2015-102)**

**Addendum No. 1**

Nesbitt Contracting Co., Inc, affirms that ADDENDUM No. 1 has been  
(Name of Vendor/Designee)  
received and that the information contained in ADDENDUM No. 1 has been incorporated in  
formulating the Vendor's Offer.

,  
Signed

Oct 17, \_\_\_\_\_ 2014  
Date

James L. Nesbitt  
Print Name

President  
Title

Nesbitt Contracting Co., Inc  
Company Name

100 S. Price Rd  
Address

Tempe, Az 85281  
City, State, Zip Code

END OF ADDENDUM No. 1



**TOWN OF FOUNTAIN HILLS  
DEVELOPMENT SERVICES DEPARTMENT**

**INVITATION FOR BIDS**

**SAGUARO BOULEVARD RECONSTRUCTION**

(DS2015-102)

**Addendum No. 1**

Date: October 13, 2014

From: Paul Mood, Development Services Director

Subject: Addendum No. 1 to Solicitation No. DS2015-102

Bid Deadline: October 22, 2014; 3:00 p.m. (local time, Phoenix, Arizona)

**SCOPE**



This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids document prepared by the Town of Fountain Hills. Acknowledge receipt of this addendum in the space provided on the attached "Acknowledgment of Addenda Received" form. This acknowledgement must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of (i) modifications to Section 2.10 (Taxes), Section 3.11(B)(5) (Builder's Risk Insurance), Section 3.53(E) (Payment for Public Notification), Exhibit A (Specifications, Plans/Construction Drawings) and Exhibit C (Price Sheet) and (ii) the addition of Geotechnical Reports for the Invitation for Bids No. DS2015-102 released on September 17, 2014.

**ADDENDUM**

1. Section 2.10 (Taxes) is deleted in its entirety and replaced with the following:

The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the Bid accordingly. When calculating the tax on the Bid, the Bidder should not include tax on any allowances. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2. Section 3.11(B)(5) (Builder's Risk Insurance) is deleted in its entirety and replaced with the following:

Intentionally omitted.

3. Section 3.53(E) (Payment for Public Notification) is deleted in its entirety and replaced with the following:

The Contractor will perform community relations in accordance with the Notification Plan and shall include, but is not limited to, the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletters when necessary (at least monthly); and temporary signs for local access. The project hotline will be maintained by the Engineer's Public Involvement subconsultant. No separate payment will be made for community relations. The cost of community relations shall be considered included in other contract items.

4. Exhibit A (Specifications, Plans/Construction Drawings) is hereby amended as set forth in Exhibit 1, attached hereto and incorporated herein by reference.
5. Exhibit A (Specifications, Plans/Construction Drawings) is hereby amended by adding the Geotechnical Engineering Report for Drainage and Street Improvements for Saguaro Boulevard at Four Sites, dated June 23, 2014, attached hereto as Exhibit 2 and incorporated herein by reference.
6. Exhibit A (Specifications, Plans/Construction Drawings) is hereby amended by adding Supplement No. 1 to Geotechnical Engineering Report for Drainage and Street Improvements for Saguaro Boulevard at Four Sites, dated July 3, 2014, and approved by the Town of Fountain Hills on July 9, 2014, attached hereto as Exhibit 3 and incorporated herein by reference.
7. Exhibit C (Price Sheet) is deleted in its entirety and replaced with the Price Sheet attached hereto as Exhibit 4 and incorporated herein by reference.

EXHIBIT 1  
TO  
ADDENDUM NO. 1  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Specifications, Plans/Construction Drawings]

See following pages.

Saguaro Boulevard  
Addendum No. 1  
October 10, 2014

**Additions and Revisions to the Technical Specifications:**

**On Page 11 of the Technical Specifications:** INSERT the following:

*Section 107.5.1 is replaced with the following:*

**107.5.1 Asbestos Materials:** Asbestos materials are anticipated to be encountered (e.g. pipe removal work). The Contractor shall comply fully with the Arizona Administrative Code, A.A.C. R18-2-901 and any other local, state, and federal regulations. An extension of contract time will not be granted for any delay resulting from the asbestos material. There is no separate measurement or payment for any labor, equipment, and materials necessary for asbestos materials.

**On Page 13 of the Technical Specifications:** INSERT the following:

**MAG SECTION 111 VALUE ENGINEERING PROPOSALS**

Proposals may be submitted to the Construction Manager/Town for modifying the plans, specifications, or other requirements of the contract for the sole purpose of reducing the total costs of construction without impairing in any manner the essential functions or characteristics of the project, including service life, economy of operations, ease of maintenance, benefits to the traveling public, desired appearance or design and safety standards.

After execution of the contract, an initiative may be recommended by the contractor. The initiative must be identified as a Value Engineering Proposal, and may include modifications to the plans or specifications, construction phasing or procedures, or other contract requirements.

Any cost savings generated to the contract as a result of Value Engineering Proposal offered by the contractor and approved by the Town will be shared equally between the contractor and the Town. Bid prices are not to be based on the anticipated approval of a Value Engineering Proposal. If a Value Engineering Proposal is rejected, the contract shall be completed in accordance with the original terms of the contract or as otherwise modified. Any decision whether to approve or accept a Value Engineering Proposal shall be within the sole discretion of the Town. The Town will bear no liability for any delay in considering a Value Engineering Proposal, the refusal to accept or approve such a proposal, or any other matter connected with a Value Engineering Proposal.

**On Page 16 of the Technical Specifications, Section 301.2.2 Base Material:** DELETE paragraph beginning "The subgrade surface to receive aggregate base course....." and REPLACE with the following paragraph:

The subgrade surface to receive aggregate base course material shall be proof rolled after the top 8 inches of the subgrade meets the compaction requirements, and after the subgrade has been brought to approximate shape within 0.1 feet of the lines and grades required by the project

Saguaro Boulevard  
Addendum No. 1  
October 10, 2014

plans. The scarified soils must have a compacted thickness of at least 8 inches and must be compacted to at least 95% of its maximum ASTM D698 dry density. Any subgrade soils which are pumped should be removed, replaced, rescarified and allowed to dry and then recompacted to the final thickness of 8 inches. Proof rolling shall be performed immediately following subgrade compaction operations.

During subgrade preparation, existing concrete encasement of shallow utilities may be encountered. The Contractor shall be responsible for protecting these concrete encasements in place. An extension of contract time will not be granted for any delay resulting from performing subgrade preparation near existing concrete encasement of shallow utilities. There is no separate measurement or payment for any labor, equipment, and materials necessary for work associated with protecting these concrete encasements in place.

**On Page 18 of the Technical Specification, MAG Section 340 Concrete Curb, Gutter, Sidewalk, Sidewalk Ramps, Driveway and Alley Entrance, Section 340.6 Payment:** ADD the following paragraphs:

There is no separate measurement or payment for any grading and/or restoration of existing landscape and improvements (e.g. mailboxes, etc.) necessary for new curb construction. The cost shall be considered included in other contract items.

In areas where curb replacement is adjacent to existing attached sidewalk, the Contractor shall protect the existing sidewalk. Any damage to existing sidewalk, not specifically identified on the construction plans for replacement, shall be replaced at the Contractor's expense to the satisfaction of the Construction Manager/Town.

**On Page 36 of the Technical Specifications, MAG Section 430 Landscaping and Planting, Section 430.8 Plant Guarantee and Maintenance:** DELETE second paragraph beginning "The Contractor shall maintain landscape....." and REPLACE with the following paragraph:

The Contractor shall maintain landscape work until final acceptance.

**On Page 37 of the Technical Specifications, MAG Section 430 Landscaping and Planting, Section 430.8 Plant Guarantee and Maintenance:** DELETE second to last paragraph "All plant material and installation shall be 100 percent guaranteed by the Contractor for a period of 365 Calendar Days beginning at the start of the Plant Establishment Period."

**On Page 38 of the Technical Specifications, MAG Section 430 Landscaping and Planting, Section 430.9 Plant Establishment Period:** DELETE first paragraph beginning "The Contractor shall request an inspection by....." and REPLACE with the following paragraph:

Saguaro Boulevard  
Addendum No. 1  
October 10, 2014

The Contractor shall request an inspection by the Construction Manager when the Contractor believes the landscape work is substantially complete and the planting and related work is complete. After this initial inspection, and subject to his approval of the work, the Construction Manager will issue written notification of final acceptance to the Contractor setting the effective, beginning date for the Plant Establishment Period. The Plant Establishment Period shall be for a period of 90 Calendar Days from final acceptance, but is subject to extension by the Construction Manager/Town if the Contractor improperly maintains the landscape planting, appreciable plant replacement is required, or other corrective work becomes necessary. This work is incidental to other bid items within this section and there is no separate payment for the Plant Establishment Period. All trees shall be warranted for a period of 365 days. Contractor shall provide a source list of nurseries providing tree material, along with proof of plant warranty for each tree species provided. Should a tree require replacement outside of the 90 calendar day establishment period, but within the 365 calendar day warranty period, the Town will be responsible for all labor, materials, and equipment necessary for tree replacement.

**On Page 79 of the Technical Specifications, MAG Section 479 Electrical System, Section 479.2 Construction Requirements:** DELETE third paragraph "Concrete shall be Class "A", 2500 psi." and REPLACE with the following paragraph:

Concrete shall be Class "A" concrete, 3000 psi at 28 days.

**On Page 94 of the Technical Specifications, MAG Section 610 Water Line Construction:** INSERT the following:

**610.2 GENERAL:** is modified to add:

EPCOR potable water line construction as detailed on Sheets 84 through 88 shall be completed by one of the following EPCOR approved contractors:

Auza  
Degan  
Carume  
Apache  
Pierson  
Hunter  
Garney  
TPL  
Markham  
Swengel-Robbins  
Felix  
MGC  
Sundt  
Western Water Works

Saguaro Boulevard  
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October 10, 2014

Quest  
Talis  
JWise  
Achen Gardner

**On Page 97 of the Technical Specifications, MAG Section 631 Water Taps and Meter Service Connections: DELETE this section.**

**Additions and Revisions to the Project Plans:**

Plan Sheets 3, 76, 77, 82, 85, 86, 87, and 88 have been revised. Please replace plan sheets 3, 76, 77, 82, 85, 86, 87, and 88 with the attached plan sheets, and be guided accordingly.

**Questions and Answers**

- Q1: Is it possible to rename the first section (C-1 thru C-4) schedule "A" and name the schedule on the following pages C-1 thru C2 as schedule "B"? Also change Alternate A on C-2 (second set) to item Alternate "B"?
- A1: Yes. See Revised Price Sheets.
- Q2: Is it possible to renumber the bid schedule pages (C-1 thru C-4 and C-1 thru C-2) as C-1 thru C-6 in lieu of having 2 C-1 & 2 C-2?
- A2: Yes. See Revised Price Sheets.
- Q3: What is the line item "Total Base Bid" shown on the second set of C-2?
- A3: Removed. See Revised Price Sheets.
- Q4: What line items make-up the "Subtotal Base Bid + Subtotal Bid Alternate A" line shown on the second set of C-2?
- A4: Removed. See Revised Price Sheets.

Saguaro Boulevard  
Addendum No. 1  
October 10, 2014

Q5: What line items make-up the "Total Bid Alternate A" line shown on the second set of C-2?

A5: Removed. See Revised Price Sheets.

Q6: On sheet 2 of the Drawings, Note 4 of the General Notes, the contractor is to submit final as-builts on Mylars. Who supplies the Mylars?

A6: The Contractor will be responsible for supplying certified redlined construction record drawings throughout construction to the Construction Manager. The development of the final as-builts (i.e. mylars/bond in addition to an electronic copy) will be addressed by the Construction Manager/Engineer.

Q7: How is the asphalt patch paid referred to on sheet 2, General Notes #14?

A7: Assuming this comment is directed to Note 17, not Note 14. No direct measurement or payment will be made for asphalt patch; the cost shall be considered included in other contract items.

Q8: Is the intent to reuse the millings from the asphalt removal for the 8 inch RAP material without performing any screening/crushing?

A8: The 8 inch RAP/Milled AC not meeting MAG 702 as shown on the Construction Drawings for Project S6010, Sheet 3, has been deleted. See Q29 and A29 for further explanation. In the event, the contractor enters into a Value Engineering submittal requesting 8 inch RAP/Milled AC, millings may be used as RAP provided the RAP is sampled and tested to determine it's gradation and Plasticity Index, and that the data is reviewed and approved by the Construction Manager/Town.

Q9: What is the depth of the existing asphalt to be removed?

A9: See RAMM Pavement Evaluation dated July 11, 2012 provided with the IFB. Also, see the Geotechnical Engineering Report for Drainage and Street Improvements for Saguaro Boulevard at Four Sites dated June 23, 2014 and the Supplement No. 1 dated July 3, 2014 (approved by the Town of Fountain Hills on July 9, 2014) included with Addendum No. 1. Existing asphalt depth provided in these documents.

Saguaro Boulevard  
Addendum No. 1  
October 10, 2014

- Q10: The Technical Specifications Page 16 requires the subgrade to be scarified 12 inches. 12 inch scarification cannot be performed without removing the top 6 inches then scarifying 6 inches. This becomes very expensive and then there is a possibility of encountering utilities. Can that be changed to 8 inches scarification & compaction?
- A10: See *Additions and Revisions to the Technical Specifications*, Section 301.2.2 Base Material.
- Q11: Technical Spec Page 79 calls out for concrete to be Class A, 2500 psi?
- A11: See *Additions and Revisions to the Technical Specifications*, MAG Section 479 Electrical System, Section 479.2 Construction Requirements.
- Q12: Technical Specifications Sections 600, 616 and 618 call out for backfill to be a slurry mix to 12 inches below asphalt grade. This conflicts with the detail shown on Drawing WR02 (Sheet 85) Trench Detail 350-1. Also, in conflict with Detail AC note #6 on Drawings SR03 (Sheet 91).
- A12: The specifications will govern as it relates to placement of slurry backfill.
- Q13: Technical Specifications Page 97 refers to Water Tap & Water Meter; however, I did not see on the plans any new meters or taps to be performed by the contractor? The note on plans says that to be done by EPCOR. The specifications on Page 98 say the contractor will perform that work?
- A13: See *Additions and Revisions to the Technical Specifications*, MAG Section 631 Water Taps and Meter Service Connections.
- Q14: There are several tree stumps called out to be removed. Is this incidental to the tree removal item?
- A14: The removal of tree stumps greater than 12 inches in diameter is included in Bid Item 201.01012. Tree removals that are 12 inches or less in diameter are considered incidental.
- Q15: How are the curb transitions paid?
- A15: Curb transitions are included in the curb bid items quantities and cost.

Saguaro Boulevard  
Addendum No. 1  
October 10, 2014

- Q16: Is it possible for a FHSD vault to be open for inspection after the pre-bid meeting so we can see what the extent of the adjustment may be?
- A16: FHSD provided vault access for contractors after the October 1, 2014 Pre-Bid Meeting.
- Q17: The cut & remove 333 linear feet pipe - Is that the 12 inch for EPCOR Water on Sheet 88?
- A17: There will be pipe removal required for the storm drain construction. This bid item is for the necessary water and storm drain pipeline removal in order to construct the proposed catch basins and storm drains. See Revised Plan Sheets 86, 87, and 88. Pipe removal also includes the 5 linear feet of 36 inch CMP as shown on Sheet 53. The open ends of all abandoned waterlines shall be plugged with concrete prior to backfilling.
- Q18: The EPCOR waterline plans call out for 12 inch valves but none are listed in the bid schedule?
- A18: The following bid item is added to the Revised Price Sheets:  
630.01112 12" Gate Valve w/ Box & Cover
- Q19: There are 2 each 12 inch valves to remove (Note 5 Sheet 88) but no pay item?
- A19: No separate measurement or payment will be made for valve removals. Construction Drawings for Project S6010, Sheet 88, currently shows a valve removal for the existing valve located along the east leg of the Palisades Blvd/Saguaro Blvd intersection. This valve shall NOT be removed and instead be protected in place and adjusted to finished grade per M.A.G. Detail 391-1, Type C. The valve adjustment is already included in Bid Item 345.01400 for Project T5011. The existing valve located along the west leg of the Palisades Blvd/Saguaro Blvd intersection shall be removed as called out on the plans. See Revised Plan Sheet 88.
- Q20: Article 3.53 E Page 29 Says there will be an allowance item for community relations. There is an owners allowance but not for community relations. Will

Saguaro Boulevard  
Addendum No. 1  
October 10, 2014

there be a specific allowance established for community relations or will this come out of the owner's allowance?

A20: See *Additions and Revisions to the Invitation for Bids*, Article 3.53.E. Payment for Public Notification.

Q21: Article 3.11 B. 5. Page 15 Builders Risk is required unless expressly waived by the Town Manager. Will Builders risk be waived or required?

A21: See *Additions and Revisions to the Invitation for Bids*, Article 3.11.B.5. Builder's Risk Insurance.

Q22: Article 2.10 Page 6 Taxes states there is a separate bid item for sales tax. There is no bid item for sales tax.

A22: See *Additions and Revisions to the Invitation for Bids*, Article 2.10. Taxes.

Q23: Sheet 76 (Drawings L1.2), Detail 4/L1.2 – Lists the rebar cage to be 2 feet – 4 inches in diameter but the footing is only 1 foot 4 inches?

A23: See Revised Plan Sheet 76.

Q24: Does the 270 days for the contract time represent calendar days?

A24: Calendar days. See Article 1.9.

Q25: Do pedestrian routes need to be maintained?

A25: If there are sidewalk detours/closures, adequate signing needs to be provided to inform pedestrians.

Q26: If the contractor shuts down one half of Saguaro Boulevard, can this portion of the roadway be utilized for the staging area?

A26: Possibly. This would need to be coordinated prior to the beginning of construction with the Town. Staging areas near residential properties would not be allowed.

Saguaro Boulevard  
Addendum No. 1  
October 10, 2014

Q33: There is potential significant grading and impacts to existing landscape and improvements such as mailboxes behind the new curb construction. How is this paid for?

A33: See *Additions and Revisions to the Technical Specifications*, MAG Section 340 Concrete Curb, Gutter, Sidewalk, Sidewalk Ramps, Driveway and Alley Entrance, Section 340.6 Payment.

Q34: What is the finish of the exposed face of the fountain to be?

A34: Exposed face of concrete shall consist of a smooth trowel finish as can be seen on new fountains for the current construction of the Avenue of the Fountains median.

Q35: Is the removal of wedge curb the same as the removal of extruded curb?

A35: Yes.

Q36: Sheet 76, Detail 4, L1.2 lists the rebar cage to be 2 feet 4 inches, but the footing is only 1 foot 4 inches?

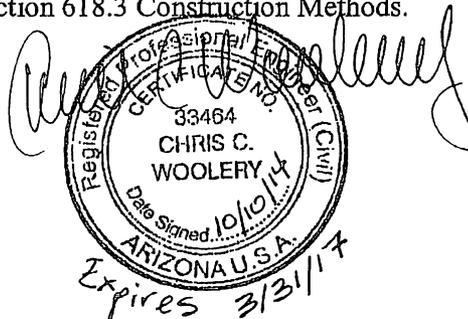
A36: See Revised Plan Sheet 76.

Q37: On Bid Item 540.0000 Water Feature, item description list curbs as one of the items to include. Is that the curb retaining the pavers shown on Sheet 77, Detail 4, L1.3?

A37: Yes. Please note that the retaining curb has been deleted as provided on Revised Plan Sheet 77.

Q38: Will the Town be requiring 100% slurry backfill on the storm drain in the intersection of Saguaro Blvd and Panorama Blvd?

A38: Yes. See Page 97 of the Technical Specification, MAG Section 318 Storm Drain Construction, Section 618.3 Construction Methods.





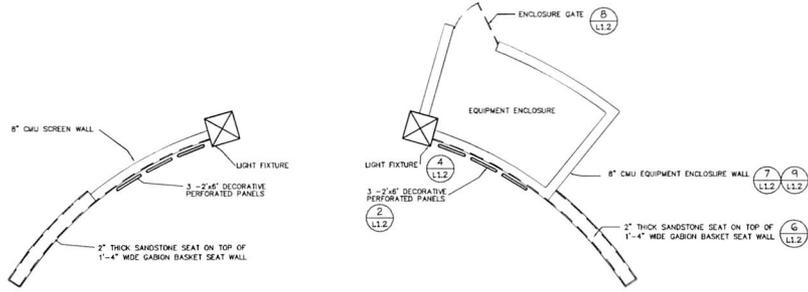


TO ACCOMPANY ADDENDUM NO. 1

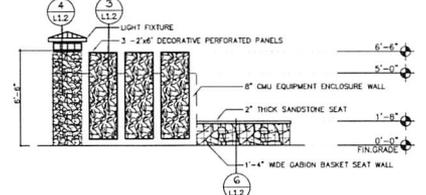
STATE	PROJ. NO.	SHT	TOTAL
ARIZ.	S6010	78	91
Campbell Collaborative 111 E. Duane Ave., Suite 1-279 Phoenix, Arizona 85001 Phone: (602) 888-1844 Fax: (602) 888-1007 info@campbellcollaborative.com			

MATERIAL FINISHES AND COLORS

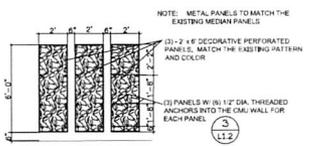
- (A) EQUIPMENT ENCLOSURE WALL  
SPLIT FACE AND CMU - "DUNN-EDWARDS" "BAKED POTATO" COLOR NO. D3207  
"DUNN-EDWARDS" "WATCHDOG" ANTI GRAFFITI COATING
- (B) GABION METAL MESH  
GALVANIZED STEEL MESH FINISH WITH "NATINA STEEL" COATING BY NATINA PRODUCTS, INC.
- (C) METAL DECORATIVE PANELS  
"STEELCREST" VINE EXPANABLE PATTERN OR EQUAL WEATHERED BROWN ALUMINUM
- (D) ENCLOSURE GATES  
STEEL - "DUNN-EDWARDS" "RINCON COVE" COLOR NO. D3200  
"DUNN-EDWARDS" "WATCHDOG" ANTI GRAFFITI COATING



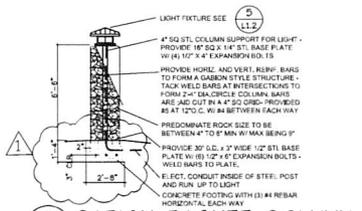
ENTRY SCREEN WALL AND PUMP ENCLOSURE



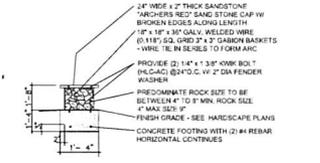
1 ENTRY/ ENCLOSURE SCREEN WALL ELEV.  
L1.2 NOT TO SCALE



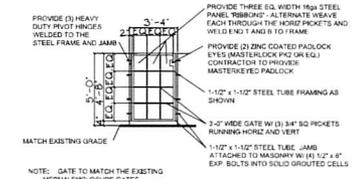
2 PERFORATED METAL PANELS  
L1.2 NOT TO SCALE



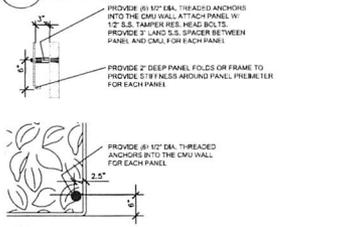
4 GABION BASKET COLUMN  
L1.2 NOT TO SCALE



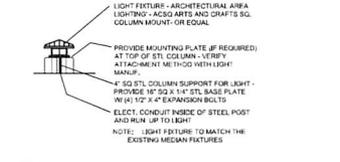
6 GABION BASKET WALL  
L1.2 NOT TO SCALE



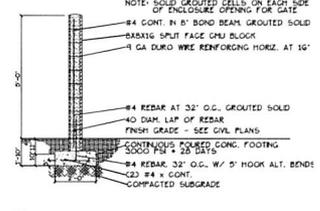
8 EQUIPMENT ENCLOSURE GATE  
L1.2 NOT TO SCALE



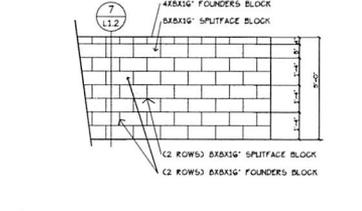
3 METAL PANELS ATTACHMENT  
L1.2 NOT TO SCALE



5 LIGHT COLUMN DETAIL  
L1.2 NOT TO SCALE



7 TYP. WALL ENCLOSURE  
L1.2 NOT TO SCALE



9 TYP. WALL ENCLOSURE ELEVATION  
L1.2 NOT TO SCALE

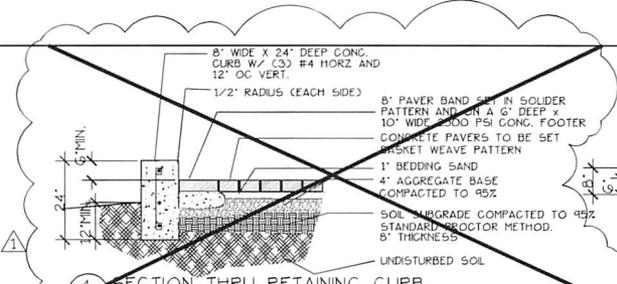


AVENUE OF THE FOUNTAINS  
ENTRY AND EQUIPMENT WALLS  
TOWN OF FOUNTAIN HILLS,  
ARIZONA

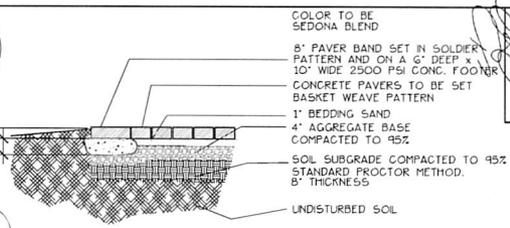
SAGUARO BLVD RECONSTRUCTION  
TREVINO DR TO FOUNTAIN HILLS BLVD  
S6010

DRC	DES: DRC	CHK: DRC	DATE: 09.15.14	DATE: 09.15.14	DATE: 09.15.14	DWG SERIES No.
SCALE: AS NOTED						L1.2

NO.	DESCRIPTION	REV. BY	CHK BY	DATE
1	REMOVE RETAINING CURB DE VAL	DRG	DRG	09/09/14
NO.	DESCRIPTION	REV. BY	CHK BY	DATE
NO.	DESCRIPTION	REV. BY	CHK BY	DATE
NO.	DESCRIPTION	REV. BY	CHK BY	DATE

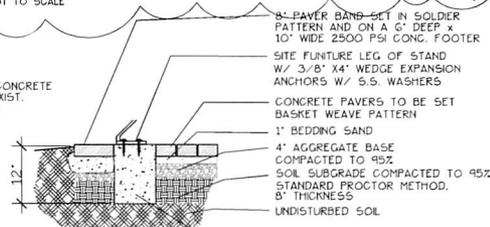


4 SECTION THRU RETAINING CURB  
L1.3 NOT TO SCALE

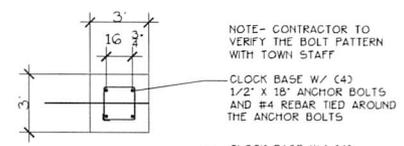


1 CONCRETE PAVER DETAIL  
L1.3 NOT TO SCALE

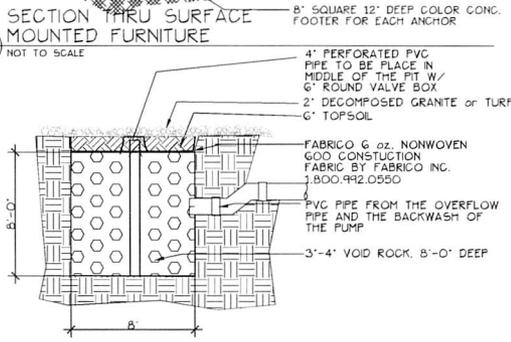
NOTE  
COLOR OF THE CONCRETE  
TO MATCH THE EXIST.  
MEDIAN FOOTINGS



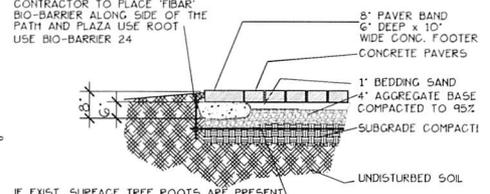
5 SECTION THRU SURFACE MOUNTED FURNITURE  
L1.3 NOT TO SCALE



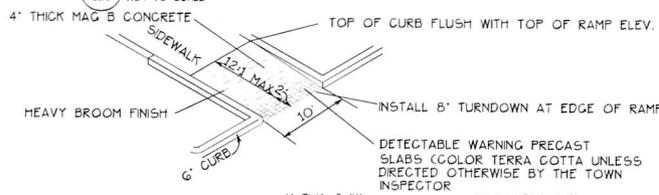
2 TIME CLOCK FOOTING  
L1.3 NOT TO SCALE



6 SECTION THRU NUISANCE DRAIN  
L1.3 NOT TO SCALE



3 CONG. PAVER and/or CONG. WALK ROOT BARRIER DETAIL  
L1.3 NOT TO SCALE



7 HANDICAP RAMP DETAIL  
L1.3 NOT TO SCALE

COLOR TO BE  
SEDONA BLEND

8" PAVER BAND SET IN SOLDIER  
PATTERN AND ON A 6" DEEP x  
10" WIDE 2500 PSI CONG. FOOTER  
CONCRETE PAVERS TO BE SET  
BASKET WEAVE PATTERN  
1" BEDDING SAND  
4" AGGREGATE BASE  
COMPACTED TO 95%  
SOIL SUBGRADE COMPACTED TO 95%  
STANDARD PROCTOR METHOD,  
8" THICKNESS  
UNDISTURBED SOIL



TO ACCOMPANY ADDENDUM NO. 1

STATE	PROJ. NO.	SHT	TOTAL
ARIZ.	S6010	77	91

Campbell Collaborative  
11 E. Broadway, Suite 1275  
Phoenix, Arizona 85002  
Phone (602) 955-1844  
Fax (602) 265-1807  
www.campbellcollaborative.com



AVENUE OF THE FOUNTAINS  
HARDSCAPE DETAILS  
TOWN OF FOUNTAIN HILLS,  
ARIZONA

SAGUARO BLVD RECONSTRUCTION  
TREVINO DR TO FOUNTAIN HILLS BLVD  
S6010

DRG. DRG.	DES. DRG.	CHK. DRG.	DWG. SERIES No.
DATE: 09.15.14	DATE: 09.15.14	DATE: 09.15.14	L1.3
SCALE: NTS			

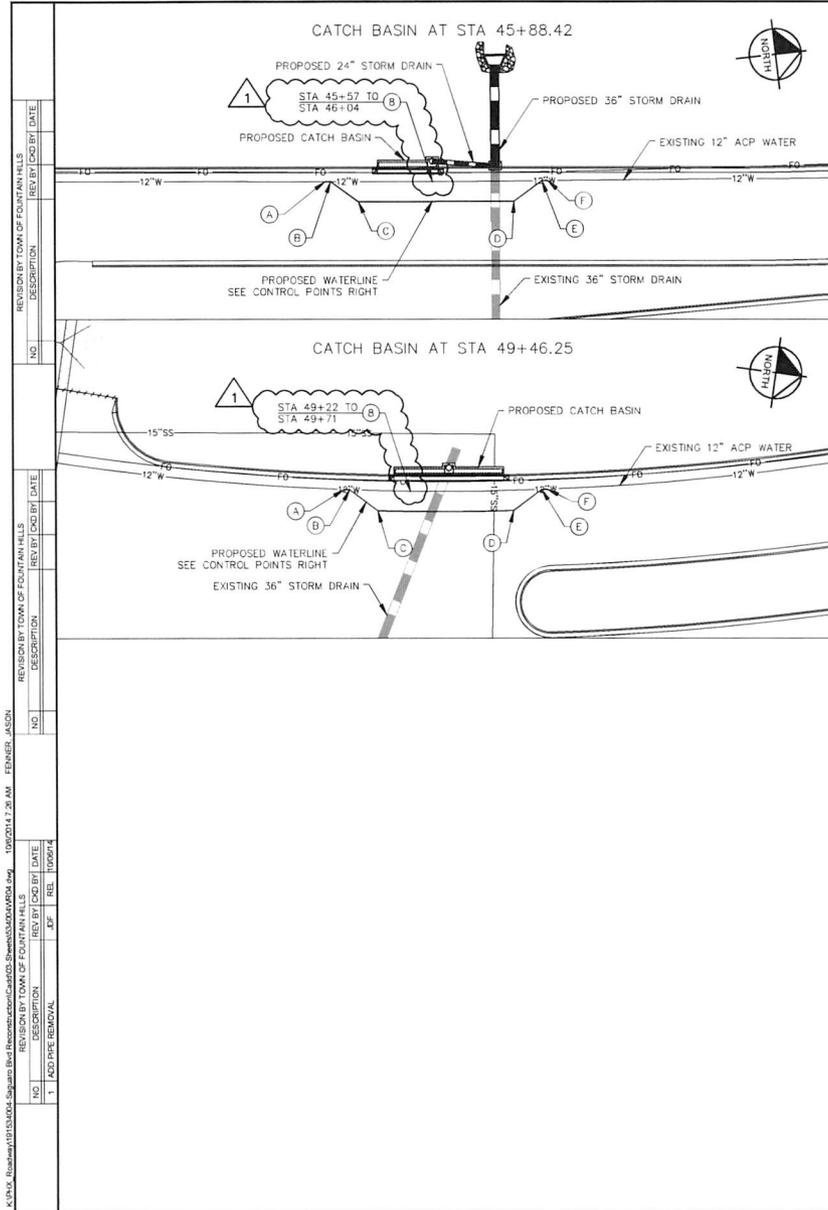
View/Print/Save/Plot/Help/Close/Close All/Quit/Zoom In/Zoom Out/Zoom Reset/Zoom Full/Zoom Previous/Zoom Next/Zoom In/Zoom Out/Zoom Reset/Zoom Full/Zoom Previous/Zoom Next







C:\PAK\_4\dwg\10151000\_Saguaro Blvd Reconstruction\Case02\_Sheets\0300000000.dwg 10/20/14 7:29 AM FENNER, JASON



12" DIP WATER LINE CONTROL POINTS (LOCATION 3)

POINT	STATION	OFFSET	INV ELEV	NOTES
A	45+50.99	39.37' LT	1514.34±	TIE TO EXISTING
B	45+52.99	39.37' LT	1514.34	HOR/VERT BEND
C	45+62.69	32.35' LT	1507.50	HOR/VERT BEND
D	46+16.78	32.49' LT	1507.50	HOR/VERT BEND
E	46+26.45	39.63' LT	1514.34	HOR/VERT BEND
F	46+28.45	39.65' LT	1514.34±	TIE TO EXISTING

12" DIP WATER LINE CONTROL POINTS (LOCATION 4)

POINT	STATION	OFFSET	INV ELEV	NOTES
A	49+08.21	38.92' LT	1511.78±	TIE TO EXISTING
B	49+10.29	38.91' LT	1511.78	HOR/VERT BEND
C	49+20.70	31.91' LT	1504.50	HOR/VERT BEND
D	49+69.37	31.96' LT	1504.50	HOR/VERT BEND
E	49+79.78	58.99' LT	1511.78	HOR/VERT BEND
F	49+81.86	38.99' LT	1511.78±	TIE TO EXISTING



TO ACCOMPANY ADDENDUM NO. 1

STATE	PROJ. NO.	SHT	TOTAL
ARIZ.	S6010	87	91

Kimley-Horn  
 7742 N. 16TH STREET  
 SUITE 300  
 PHOENIX, AZ 85020  
 Phone: 602-944-5500  
 Fax: 602-944-7423  
 www.kimley-horn.com

CUT AND REMOVE EXISTING PIPE, BACKFILL & COMPACT

- NOTES:
- ALL PIPE SHALL BE RESTRAINED JOINT DIP.
  - ALL PIPE SHALL BE WRAPPED IN A POLY WRAP SLEEVE.
  - REMOVE EXISTING PIPE BETWEEN TIE IN POINTS.
  - ROTATE ELBOWS TO ACHIEVE HORIZONTAL AND VERTICAL ALIGNMENTS INDICATED.
  - CONTRACTOR SHALL CONFIRM TIE-IN LOCATIONS AND NOTIFY ENGINEER OF ANY DEVIATIONS THAT EXCEED 0.5' HORIZONTALLY AND 0.25' VERTICALLY PRIOR TO STARTING CONSTRUCTION.
  - SEE DETAIL A ON SHEET 86 FOR PLAN AND PROFILE.



WATERLINE RELOCATION			
TOWN OF FOUNTAIN HILLS, ARIZONA			
SAGUARO BLVD RECONSTRUCTION TREVINO DR TO FOUNTAIN HILLS BLVD S6010			
DR	MRN	DES	CCW
DATE: 10/14	DATE: 10/14	DATE: 10/14	DATE: 10/14
SCALE: 1"=20'	DWG SERIES No.		WR04



EXHIBIT 2  
TO  
ADDENDUM NO. 1  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Geotechnical Engineering Report]

See following pages.

**Geotechnical Engineering Report  
Drainage and Street Improvements  
Saguaro Boulevard at Four Sites  
Fountain Hills, Arizona  
RAMM Project No. G21277**



*Expires 3/31/2016*

For:  
Kimley-Horn and Associates  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020



By:  
Ricker • Atkinson • McBee • Morman & Associates, Inc.  
2105 South Hardy Drive, Suite 13  
Tempe, Arizona 85282



**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**  
***Geotechnical Engineering • Construction Materials Testing***

**R·A·M·M**

Kimley-Horn and Associates  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020

June 23, 2014

Attention: Chris Woolery P.E.

Subject: Geotechnical Engineering Report  
Drainage and Street Improvements  
Saguaro Boulevard at Four Sites  
Fountain Hills, Arizona

RAMM Project No. G21277

Attached to this letter is the Geotechnical Engineering Report for the proposed Drainage and Street Improvements at four sites along Saguaro Boulevard in Fountain Hills, Arizona.

The proposed Drainage and Street Improvements along Saguaro Boulevard will include the following:

- At the intersections with Palisades Boulevard/Panorama Drive, new catch basins will be added to the north and south sides of Palisades just west of Saguaro Boulevard and the west side of Saguaro just north and south of Palisades. These catch basins will discharge into 24-inch diameter and 30-inch diameter aluminized CMP which all discharge east to a 48-inch diameter aluminized CMP which crosses Saguaro to the north side of Panorama Drive where it discharges into an existing manhole. New manholes will also be installed at each change in direction in the pipes and where pipes intersect.
- At Palmer Wash, Little Fountains/Baptist Church Wash and Nicklaus & Cypress Point Wash, a new catch basin, new aluminized CMPs and new head wall/wing walls at the wash discharge will be added.

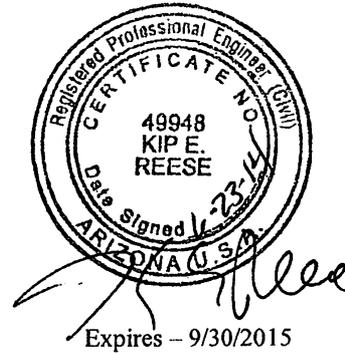
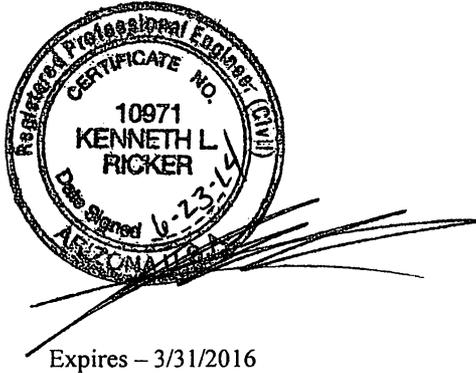
The pavement design is presented in our report addressed to Town of Fountain Hills (Project No. G19586 dated 7-11-12). A copy of this report is transmitted with the copies of this report and the pavement recommendations are presented in Appendix C of this report. The results of our field explorations; laboratory testing; and engineering analyses, evaluation and recommendations are presented in the report.

The attached report was prepared based on project and site data available at this time and was prepared in a manner and to the standards of the local geotechnical engineering practice. Our services did not include evaluations for the presence of hazardous materials; for concrete durability with respect to on-site soils; for concrete durability and corrosion potential with respect to site use water sources; for area subsidence resulting from groundwater withdrawal; or for other geologic hazards.

If you have any questions, please do not hesitate to call.

Respectfully submitted,

**RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.**



By: Kenneth L. Ricker, P.E.

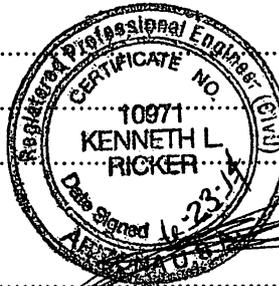
Reviewed by: Kip E. Reese, P.E.

/dh

Copies to: Addressee (4) ([chris.woolery@kimley-horn.com](mailto:chris.woolery@kimley-horn.com))

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*Expires 3/31/2016*

# REPORT



R·A·M·M

## **INTRODUCTION**

This report presents the results of our geotechnical engineering services for the proposed Drainage and Street Improvements at Four Sites along Saguaro Boulevard in Fountain Hills, Arizona. The scope of our services included performing a field exploration program, laboratory analysis and geotechnical engineering evaluation, analysis and recommendations. The geotechnical recommendations presented herein include those for replacement pavements, anticipated excavation conditions, site development, and material use and requirements. We would be pleased to discuss with you any additional recommendations you may require. In addition, we are available to review project specifications and plans for conformance with our recommendations at no charge to you.

This firm should be notified for additional evaluation and recommendations if the project design parameters (locations, types, sizes, pipeline alignment, etc.), site use, or conditions encountered during construction differ from those presented herein.

## **PROPOSED CONSTRUCTION**

The proposed Drainage and Street Improvements along Saguaro Boulevard will include the following:

- At the intersections with Palisades Boulevard/Panorama Drive, new catch basins will be added to the north and south sides of Palisades just west of Saguaro Boulevard and the west side of Saguaro just north and south of Palisades. These catch basins will discharge into 24-inch diameter and 30-inch diameter aluminized CMP which all discharge east to a 48-inch diameter aluminized CMP which crosses Saguaro to the north side of Panorama Drive where it discharges into an existing manhole. New manholes will also be installed at each change in direction in the pipes and where pipes intersect.
- At Palmer Wash, Little Fountains/Baptist Church Wash and Nicklaus & Cypress Point Wash, a new catch basin, new aluminized CMPs and new head wall/wing walls at the wash discharge will be added.

The pavement design is presented in our report addressed to Town of Fountain Hills (Project No. G19586 dated 7-11-12). A copy of this report is transmitted with the copies of this report and the

pavement recommendations are presented in Appendix C of this report. The results of our field explorations; laboratory testing; and engineering analyses, evaluation and recommendations are presented in the report.

**SITE CONDITIONS**

At the time of our field exploration the proposed four drainage sites were relatively level paved roads.

**FIELD EXPLORATIONS**

Subsurface conditions at the site were explored by drilling a total of five test borings to depths of 8 to 15 feet along the proposed four drainage sites, as shown on the Site Plans in Appendix A. The test borings were drilled with a CME 55 drill rig using an eight-inch diameter, hollow-stem auger. The drilling equipment and crew were provided by D&S Drilling, Inc. The test boring locations were determined in the field by our field technician. During the field exploration representative undisturbed and disturbed samples were obtained, the field explorations logged and soils field-classified by our field technician, who also directed the drill crew. Relatively undisturbed samples of the subsoils were obtained by driving a 3-inch diameter, ring-lined, open-end sampler and disturbed samples obtained by driving a standard split spoon sampler. Both samplers were driven into the soil with a 140-pound hammer dropping 30 inches. The results of the field explorations are presented on the Test Boring Logs in Appendix A.

**LABORATORY ANALYSIS**

Representative samples obtained during the field explorations were subjected to the following tests in our laboratory.

<u>Type of Test</u>	<u>Type of Sample</u>	<u>Number of Samples Tested</u>
Percent Passing No. 200 Sieve & Atterberg Limits	Representative	5
pH/Minimum Resistivity	Representative	5
Moisture Content/Dry Density *	Undisturbed	9
Moisture Contents	SPT/Disturbed Ring	3

\* Reported in the test boring logs

The results of the laboratory analysis are presented in Appendix B.

## **SUBSURFACE CONDITIONS**

The results of the test borings are presented in Appendix A in the Test Boring Logs. In general, the near surface soils encountered in the test borings at the proposed four drainage sites were somewhat variable between sites. At Palisades/Panorama site (Test Borings 1 and 2), the site soils for the full depth of exploration (11.5 to 15.0 feet) consisted of dense to very dense gravelly clayey sand with occasional sandy clay zones and increased gravel content with a trace to some cobbles below a depth of 6 feet. At the Palmer Wash site (Test Boring 3), the site soils were medium dense clayey sandy gravel fill with occasional debris extending to a depth of 11.5 feet and were underlain by dense clayey sandy gravel which extended to a depth of 15 feet (the full depth of exploration). At the Little Fountains/Baptist Church Wash site (Test Boring 4), the site soils for the full depth of exploration (15 feet) were medium dense clayey silty sand with a trace of gravel. The upper 1 to 2 feet of soil may be fill and some gravel was encountered below a depth of 5 feet. At the Nicklaus & Cypress Point Wash site (Test Boring 5), the site soils for the full depth of exploration (8 feet) were medium dense silty/clayey sandy gravel. These soils contained some cobbles below a depth of 5 feet and the upper one foot of soil may be fill. The surface soils at all test borings were overlain by 2.75 to 5.0 inches of asphalt concrete on 3.0 to 4.5 inches of dirty base material. Refusal to auger penetration occurred in Test Borings 1 and 5 at depths of 11.5 and 8.0 feet respectively. Soil moisture contents were described as nearly dry. No groundwater was observed in the test borings during the field exploration.

## **PAVEMENT DESIGN**

The recommended pavement section for the project should be in conformance with the Pavement Design sections presented in our report for the Town of Fountain Hills, RAMM Project No. G18586. A copy of the Pavement Design section is presented in Appendix C.

## **SITE DEVELOPMENT RECOMMENDATIONS**

### Construction Excavation and Temporary Construction Cut Slopes:

The proposed drainage improvements will extend to depths of about 4 to 13 feet below existing grades. The following criteria are presented to aid in development of excavation plans.

1. Dewatering should not be required.

2. Unbraced temporary slopes in the site soils should be constructed no steeper than 1H:1V. As an alternative, shoring, trench boxes or other forms of slope stabilization may be used for this project.
3. Surface areas behind the crest of excavations should be graded so that surface waters do not pond within 10 feet of the crest or drain into the excavation.
4. Heavy material stockpiles should not be placed within 10 feet of the crest. Similarly, heavy construction equipment should not pass or be parked within 10 feet of the crest.
5. The sides and crest of excavations and slopes should be monitored daily for evidence of movement or potential problems.

The design of any bracing or shoring systems should be reviewed by a qualified geotechnical engineer. Also, observations should be made by the geotechnical engineer during excavating to evaluate site conditions and determine if modifications are necessary in excavation procedures. If unbraced slopes are utilized, some surface raveling, erosion, and spalling should be expected unless measures are taken to stabilize exposed cut surfaces.

#### Surface Drainage:

Most soils will undergo some degree of volume change as the result of wetting. The degree of volume change will depend on the type of soil, swell potential, natural soils structure or degree of compaction (if a fill). These volume changes could result in movements in overlying non-structure elements including sidewalks, planters, etc. Therefore, good site and surface drainage away from these elements is required. In addition, water should not be allowed to pond within 10 feet of elements which are sensitive to movements.

#### Excavatability:

The excavatability of site materials is difficult to evaluate based only on the exploration equipment used during this design report. Therefore, we recommend that the contractor evaluate the excavatability of site materials by performing test excavations with the size and type of equipment the contractor plans on using at the site. For design purposes the following paragraph presents our best analysis as to the excavatability of site soils.

The near surface soils to depths of at least 5 to 15 feet can probably be removed with conventional excavating equipment. Deeper excavations may be slow and difficult to accomplish. OSHA requires all excavations over five feet in depth, in which personnel are to enter, be either braced or sloped in accordance with OSHA regulations.

Workability:

Wetting site soils such that moisture contents are at or above optimum could result in some soil pumping under dynamic loadings such as heavy construction equipment driving over the area. However, in areas where severe pumping has damaged subgrade conditions, the area should be allowed to dry until soils are workable without pumping or the wetted areas removed and replaced with drier site soils.

Corrosion Potential:

As part of this investigation, laboratory pH and Minimum Resistivity testing of site soils was conducted. Based on these results, there appears to be a moderate to high potential for corrosion to buried metal structures and pipelines. The results of the laboratory testing are included in Appendix B, and should be made available to material suppliers and corrosion experts for review.

**MATERIALS SUITABILITY AND REQUIREMENTS**

Site Soils:

Along the proposed alignment, the near surface soils exhibit low to medium plasticity. These soils may be used as fill in all areas. All materials should be free of organics, debris, rubble and material greater than 4 inches in size.

Imported Soils:

Fill required beyond that available from site sources and for use as trench backfills should be imported soils meeting the following requirements:

Maximum Particle Size -----4 inches  
Maximum Swell Potential ----- 1.5%\*

\* Based on a sample which is remolded to 95% of the ASTM D698 maximum dry density at a moisture content of 2 percent below optimum, placed under a surcharge load of 100 psf and wetted.

Pipe Bedding:

Materials used as pipe bedding should be granular soils which meet the requirements of Section 601 of the MAG Specifications. Based on the results of the laboratory testing, the site soils will not be suitable for use as bedding.

**SITE PREPARATION AND GRADING PROCEDURES**

Trench Excavation Areas:

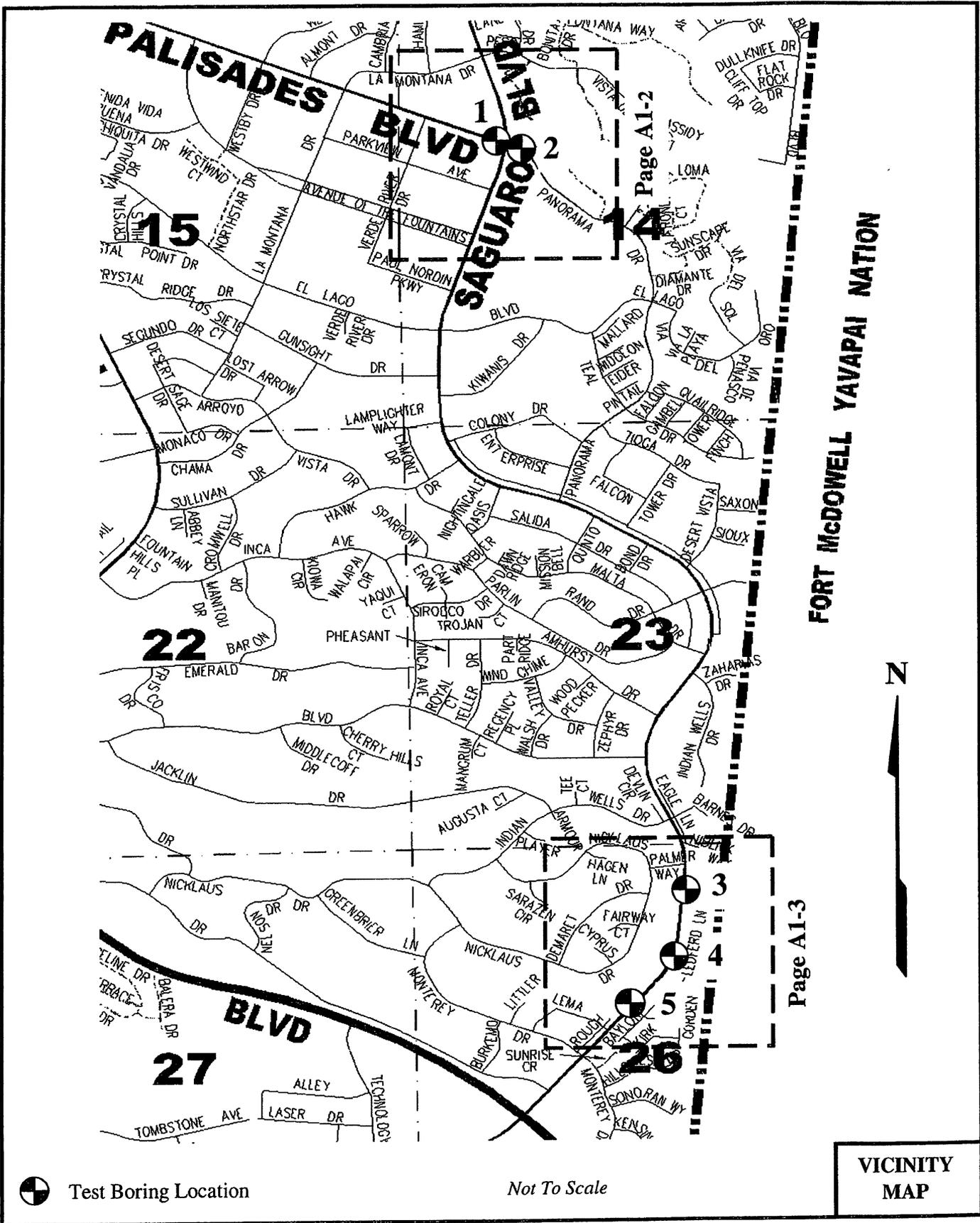
Recommendations presented in the previous sections of this report are based upon the following site preparation and grading procedures. Therefore, all earthwork should be accomplished with observation and testing by a qualified technician under the direction of a registered geotechnical/materials engineer. The following apply to trench excavation areas and pavement replacement areas.

1. Clear and grub the site by removing and disposing of all vegetation, any trash and debris, and any rubble and remnants of former developments.
2. Moisture condition and place all fill and backfill materials required to achieve specified grades. Fill materials should be moisture conditioned, placed and compacted in horizontal lifts of thicknesses compatible with the compaction equipment being used.
3. Compact subgrade, fill or backfill, to the requirements presented in MAG Section 601 as modified by the Town of Fountain Hills.

**APPENDIX A**  
**FIELD EXPLORATIONS**



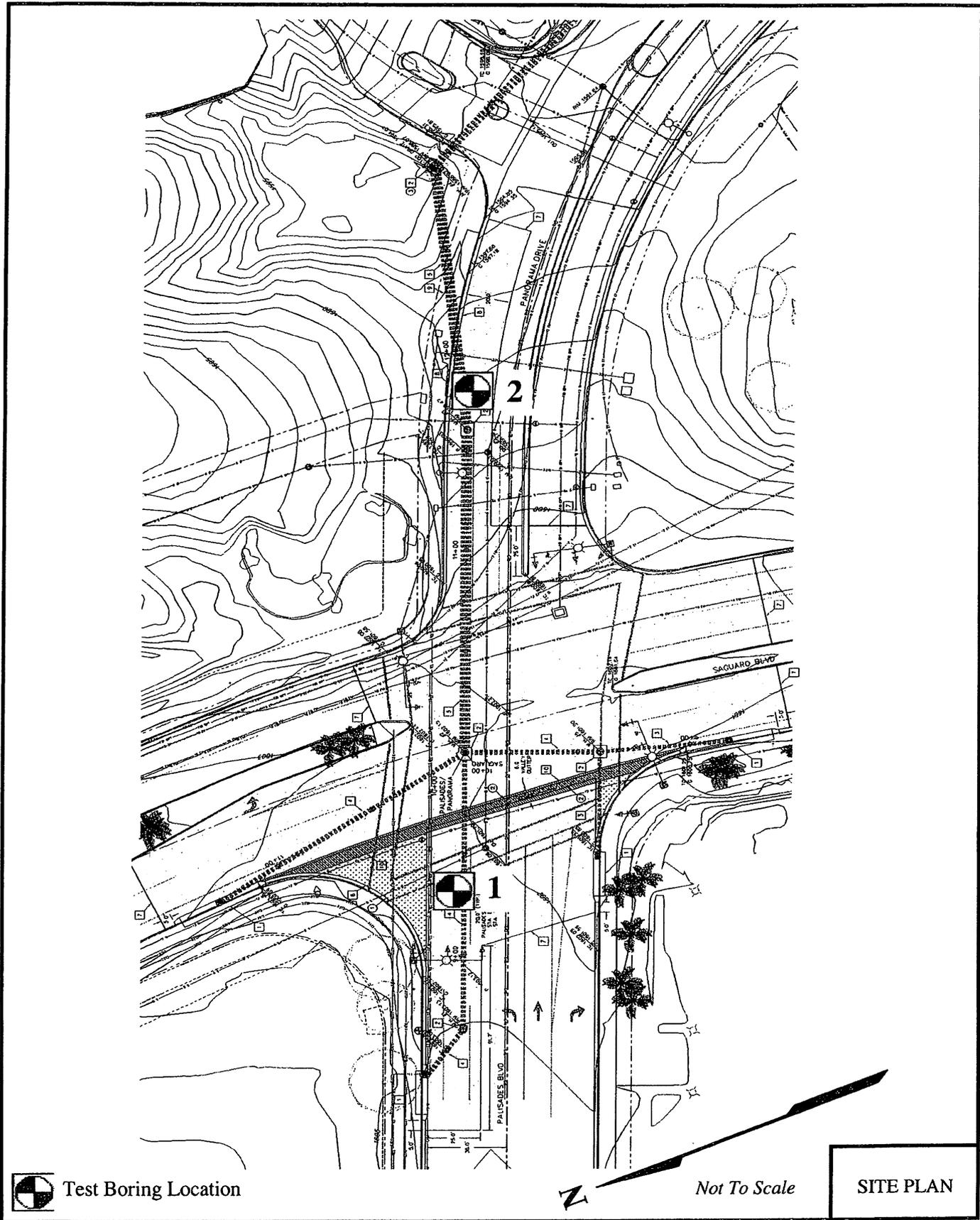
R·A·M·M

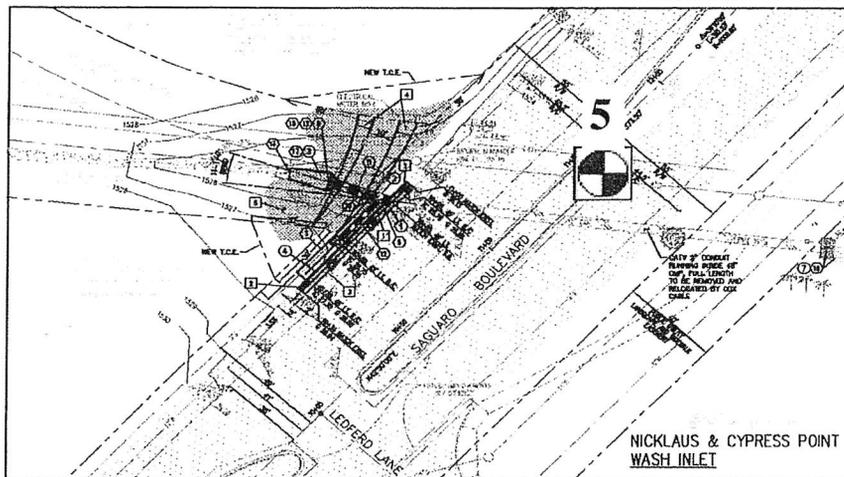
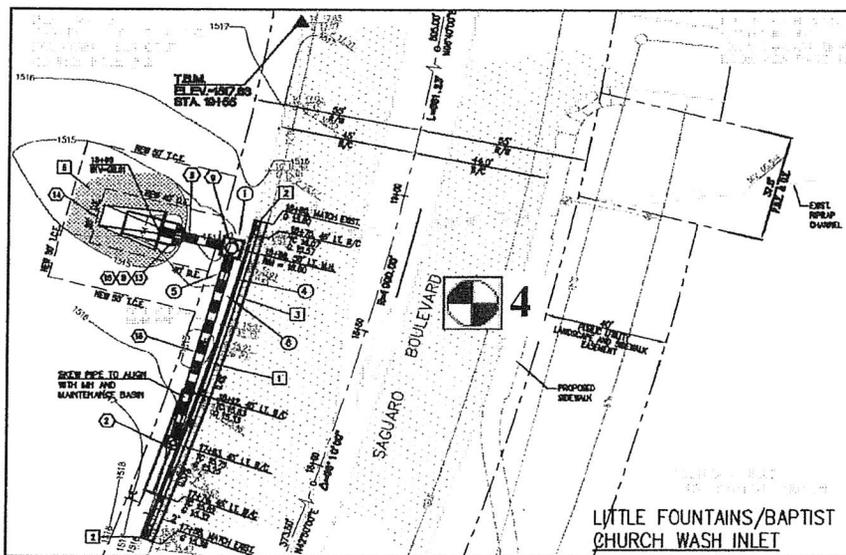
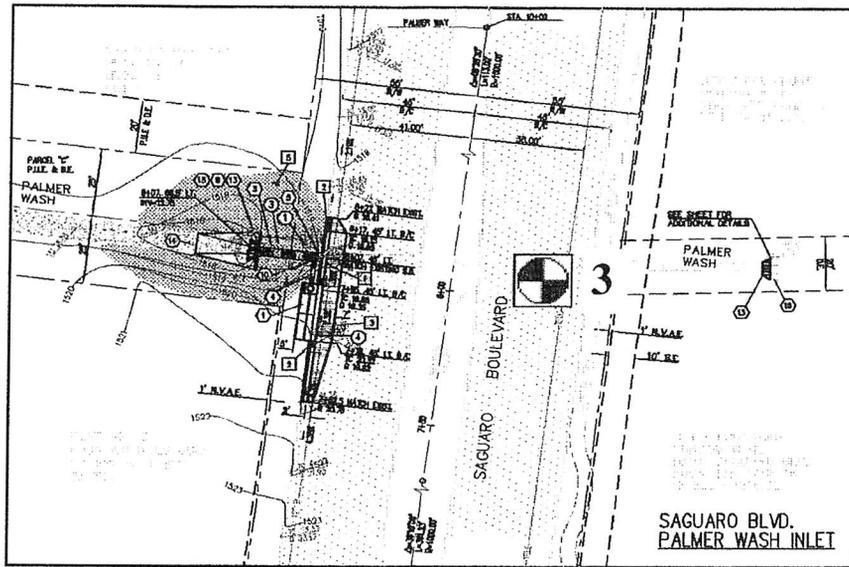


☉ Test Boring Location

Not To Scale

VICINITY  
MAP





 Test Boring Location

Not To Scale

SITE PLAN

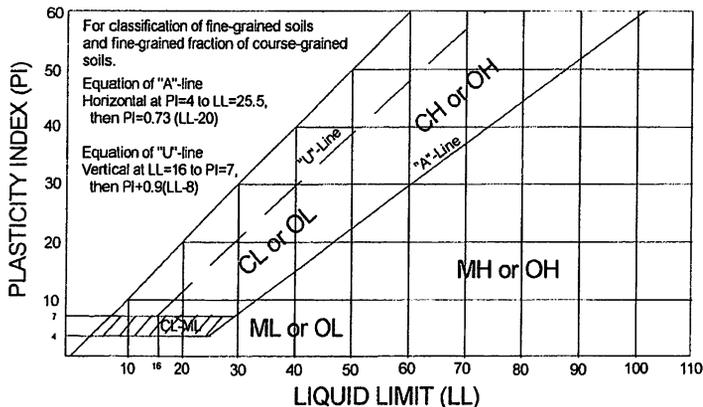
# LEGEND

ASTM Designation: D2487-11

(Based on Unified Soil Classification System)

## CLASSIFICATION OF SOILS

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests			Soil Classification			
			Group Symbol	Name		
COARSE-GRAINED SOILS More than 50% retained on No. 200 Sieve	Gravels More than 50% coarse fraction retained on No. 4 Sieve	Clean Gravels Less than 5% fines	$Cu > 4$ and $1 < Cc < 3$	GW	Well graded gravel	
			$Cu < 4$ and/or $1 > Cc > 3$	GP	Poorly graded gravel	
		Gravels with Fines More than 12% fines	Fines classify as ML or MH	GM	Silty gravel	
			Fines classify as CL or CH	GC	Clayey gravel	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines	$Cu > 6$ and $1 < Cc < 3$	SW	Well-graded sand	
				$Cu < 6$ and/or $1 > Cc > 3$	SP	Poorly graded sand
Sands with Fines More than 12% fines			Fines classify as ML or MH	SM	Silty sand	
			Fines classify as CL or CH	SC	Clayey sand	
FINE-GRAINED SOILS 50% or more passes the No. 200 Sieve		Silt and Clays Liquid limit less than 50	Inorganic	$PI > 7$ and plots on or above "A" line	CL	Lean clay
				$PI < 4$ or plots below "A" line	ML	Silt
	Organic		$\frac{\text{Liquid Limit - oven dried}}{\text{Liquid limit - not dried}} < 0.75$	OL	Organic clay Organic silt	
	Silt and Clays Liquid limit 50 or more	Inorganic	$PI$ plots on or above "A" line	CH	Fat clay	
			$PI$ plots below "A" line	MH	Elastic silt Organic clay	
		Organic	$\frac{\text{Liquid limit - oven dried}}{\text{Liquid limit - not dried}} < 0.75$	OH	Organic silt	
HIGHLY ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor		PT	Peat		



### TEST BORING LOG DEFINITIONS

Blows per foot using 140 pound hammer with 30 inch free-fall.

Depth, feet	Blows/Foot		Sample Type	Dry Density pcf	Water Content, %	Unified Classification	Description
	C	N/R					

C = Continuous Penetration Resistance (2 inch diameter rod)  
 N = Standard Penetration Resistance (ASTM D1586)  
 R = Penetration Resistance (3 inch diameter ring line sampler)

SILTS & CLAYS DISTINGUISHED ON BASIS OF PLASTICITY	SAND				GRAVEL		COBBLES	BOULDERS
	U.S. STANDARD SERIES SIEVE		GRAIN SIZES		CLEAR SQUARE SIEVE OPENINGS			
	200	40	10	4	3/4"	3"		
	FINE	MEDIUM	COARSE	FINE	COARSE			
MOISTURE CONDITION (INCREASING MOISTURE → )								
DRY	SLIGHTLY DAMP		DAMP	MOIST (Plastic Limit)	VERY MOIST	WET (SATURATED)		(Liquid Limit)
CONSISTENCY CORRELATION				RELATIVE DENSITY CORRELATION				
CLAYS & SILTS		BLOWS/FOOT*		SANDS & GRAVELS			BLOWS/FOOT*	
VERY SOFT		0-2		VERY LOOSE			0-4	
SOFT		2-4		LOOSE			4-10	
FIRM		4-8		MEDIUM DENSE			10-30	
STIFF		8-16		DENSE			30-50	
VERY STIFF		16-32		VERY DENSE			OVER 50	
HARD		OVER 32						

\*Number of blows of 140 lb hammer falling 30" to drive a 2" O.D. (1-3/8" I.D.) split-spoon sampler (ASTM D1586).

### TEST BORING LOG

Project: Drainage and Street Improvements – Fountain Hills, Arizona Test Boring: 1  
 Elevation: Not Determined Datum: --- Date: 6-6-14

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
5							5.0" Asphalt Concrete on 3.0" Dirty Base Material
5		40	R	118	6	SC	Gravelly Clayey Sand, Occasional Sandy Clay Zones; brown, nearly dry, dense to very dense, medium plasticity fines.
10		30	R	115	6		Increase in gravel content with a trace to some cobbles.
10		60	N		4		
15							Refusal to auger penetration at 11.5 feet. No groundwater observed.
20							
25							
							This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

### TEST BORING LOG

**Project:** Drainage and Street Improvements – Fountain Hills, Arizona     **Test Boring:** 2  
**Elevation:** Not Determined     **Datum:** ---     **Date:** 6-6-14

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
5							3.5" Asphalt Concrete on 4.5" Dirty Base Material
		36	R	115	5	SC	Gravelly Clayey Sand, Occasional Sandy Clay Zones; brown, nearly dry, dense to very dense, medium plasticity fines.
		33	N		6		
10							Increase in gravel content with a trace to some cobbles.
		50/0" 50/0"	R N	NR	NR		
15							Stopped drilling at 15 feet. No groundwater observed. NR = No Recovery.
20							
25							
							This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

### TEST BORING LOG

**Project:** Drainage and Street Improvements – Fountain Hills, Arizona      **Test Boring:** 3  
**Elevation:** Not Determined      **Datum:** ---      **Date:** 6-6-14

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
5							2.75" Asphalt Concrete on 4.0" Dirty Base Material
		34	R	114	7	GC	FILL: Clayey Sandy Gravel, Occasional Debris; brown, nearly dry, medium dense, medium plasticity fines.
		24	R	109	5		
10		50/6"	R	*	3		
15						GC	Clayey Sandy Gravel; brown, nearly dry, dense, medium plasticity fines.
20							Stopped drilling at 15 feet. No groundwater observed. * Sample too disturbed to determine density.
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

### TEST BORING LOG

**Project:** Drainage and Street Improvements – Fountain Hills, Arizona      **Test Boring:** 4  
**Elevation:** Not Determined      **Datum:** ---      **Date:** 6-6-14

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
5							2.75" Asphalt Concrete on 4.0" Dirty Base Material
		39	R	116	6	SC/ SM	Clayey/Silty Sand, Trace Gravel; brown, nearly dry, medium dense, low plasticity fines, upper 1 to 2 feet may be fill.
		27	R	119	5		Some gravel below 5 feet.
10							
		21	R	105	4		
15							
							Stopped drilling at 15 feet. No groundwater observed.
20							
25							
							This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

### TEST BORING LOG

**Project:** Drainage and Street Improvements – Fountain Hills, Arizona    **Test Boring:** 5  
**Elevation:** Not Determined    **Datum:** ---    **Date:** 6-6-14

Depth, feet	Blows/Foot		Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
	C	N/R					
5							2.75" Asphalt Concrete on 3.0" Dirty Base Material
		14	R	104	6	GM/GC	Silty/Clayey Sand Gravel; brown, nearly dry, medium dense, low plasticity fines, some cobbles below 5 feet, upper 1 foot may be fill.
		17	R	NR			
10							Refusal to auger penetration at 8 feet. No groundwater observed. NR = No Recovery.
15							
20							
25							
							This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

**APPENDIX B**  
**LABORATORY ANALYSIS**



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## LABORATORY TEST RESULTS

**Date:** 18-Jun-14

**SAMPLE SOURCE:** As noted below

**TESTING PERFORMED:** Percent Passing No. 200 Sieve, Atterberg Limits (ASTM D1140, D4318)

**SAMPLED BY:** RAMM/Miller

### RESULTS:

<u>Sample Source</u>	<u>Percent Retained No. 4 Sieve</u>	<u>Percent Passing No. 200 Sieve</u>	<u>Liquid Limit</u>	<u>Plasticity Index</u>
1 @ 0'-5'	27	25	31	10
2 @ 5'-10'	40	19	30	8
3 @ 0'-5'	38	19	27	6
4 @ 10'-15'	22	24	26	6
5 @ 0'-5'	46	16	28	4

# LABORATORY TEST RESULTS

Date: 23-Jun-14

SAMPLE SOURCE: As noted below

TESTING PERFORMED: pH, Minimum Resistivity (ADOT 236a)

SAMPLED BY: RAMM/Miller

## RESULTS:

<u>Sample Source</u>	<u>pH</u>	<u>Minimum Resistivity (ohm-cm)</u>
1 @ 5'-10'	8.1	1217
2 @ 5'-10'	8.0	1284
3 @ 10'-15'	7.8	676
4 @ 5'-10'	7.9	1622
5 @ 0'-5'	8.1	1960

**APPENDIX C**  
**RAMM PROJECT NO. G19586**  
**PAVEMENT DESIGN SECTION**



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## **PAVEMENT DESIGN**

### General:

The design of the pavement, rehabilitation and/or reconstruction for the three road sections was based on the Town of Fountain Hills Exhibit 9, for Minor Arterials, with bike/parking lanes (Shoulder Lanes) as the minimum required section to meet current standards, 2010 traffic counts from the Town, average traffic counts for 20 and 10 years, 3% trucks, structural coefficients (0.42 for AC and recycled AC; 0.12 for AB and milled AC and/or RAP which meet MAG Section 702; and where the milled AC (MAC) and/or RAP do not meet MAG Section 202 use 0.09) and ADOT correlated R-value of subgrade based on minus No.200 sieve and plasticity index results. Based on test boring and laboratory test data, the site soils exhibited correlated R-values over the maximum design value of 42 (based on ADOT Design Methods) except for three locations along Saguaro (Test Borings 6, 34 and 45 with correlated R-values of 28, 35 and 34, respectively) and for three locations along Palisades (Test Borings 13, 16 and 17 with correlated R-values of 40, 40 and 28, respectively). For those areas where the correlated values are 32 or over, the minimum pavement section based on traffic data provided by the Town would be 4 inches of asphalt concrete on 6 inches of base material (minimum structural number (SN) of 2.4 and a design life of 20 years) would apply. In those areas where the correlated R-value is less than 32, additional asphalt concrete or base material should be added to the minimum section. The only existing pavement area encountered in the test borings which meets or exceeds the minimum section for 20 years is at Test Borings 12 and 13 on Palisades and at Test Boring 28 on Fountain Hills. Our visual pavement review (Appendix C) indicated that the Moderate-Poor surface conditions exist at Test Boring 12, Moderate-Good at Test Boring 13 and Good at Test Boring 28. Even though these existing sections meets or exceeds the Design Pavement section, the condition indicates that at Test Boring 28 no additional road work is required and at Test Borings 12 and 13 the existing pavement should be reconstructed or rehabilitated. The remainder of the existing pavement sections are below the minimum section structural number.

### Reconstructions:

Based on the condition of the existing pavement, all of the pavement within the three road sections should probably be reconstructed except for the small section on Fountain Hills at Ashbrook Wash which is in Good condition and which exceeds the minimum road section. The

reconstruction would require the removal of the existing pavement section, excavating the existing subgrade to the “Total” depth as shown on the following Pavement Thickness table below finished pavement grade, scarifying and compacting the exposed subgrade and placing the new pavement section so that any of the following sections could be placed.

<u>Pavement Thickness (Inches)</u>			
<u>AC *</u>	<u>MAG 702</u>	<u>RAP/ MAC</u>	<u>Total</u>
4	6	-	10
4	-	8	12
4	4	3	11
4.5	4	-	8.5
4.5	-	6	10.5
5.0	2.5 **	-	7.5
5.0	-	3 **	8.0
5.75	-	-	5.75

RAP/MAC – RAP/Milled AC not meeting MAG Section 702.

\* Or recycled AC, except for surface course which must be new AC.

\*\* Minimum base material thickness recommended.

The asphalt concrete section may include an asphalt-rubber asphalt concrete (ARAC) surface course which is 1.0 to 1.5 inches thick. The ARAC will provide a more stable pavement which will be less susceptible to rutting and shoving of the surface. When used as an overlay, the ARAC will limit reflective cracking. The ARAC also reduces road noise from tire traffic.

Reconstruction of the three road sections can be accomplished in phases. From a traffic volume and existing pavement condition stand point, the initial phase of reconstruction should include the lanes in Poor condition (Rating 3 as shown on pages C1-1 to C1-3 in Appendix C), in the Curb Lane along Saguaro and Palisades. The next phase would be to reconstruct the Moderate-Poor condition (Rating 4 and 5 for the Travel Lane and Rating 5 for the Curb Lane, Pages C1-1 to C1-3, Appendix C) along Saguaro and Palisades and Fountain Hills. The last phase for the Travel and Curb Lanes reconstruction would be the Moderate-Good and Good condition (Ratings 2 (Travel and Curb Lanes), 3 (Travel Lanes) and 4 (Curb Lanes) Pages C1-1 to C1-3, Appendix C). The two-way center turn lane section of roads and the old left turn lanes (not shown on page C3 in Appendix C) can either be reconstructed with the adjacent Travel Lane reconstruction or on an as needed bases depending on existing pavement condition and traffic volumes. The Shoulder Lane and the old right turn lanes (not shown on page C3 in Appendix C) can either be

reconstructed with the adjacent Curb Lane or on an as needed base depending on the existing pavement condition and traffic volume.

Rehabilitation Required to Meet the Minimum Section (20 Years, Minimum SN=2.4)

General: A 20 year Design Life for a full depth asphalt concrete section is 5.75 inches thick.

Overlays: Where the existing asphalt concrete is at least 3 inches thick, the existing asphalt concrete should be milled at least 1 inch deep and overlain with additional asphalt concrete. The overlay thickness should include one inch of asphalt concrete to replace the milling depth plus the required asphalt concrete to meet the minimum SN. Milling may be eliminated if all cracks greater than ¼” wide are cleaned and sealed in accordance with MAG Section 337 and an ARAC is used for the overlay or a SAMI is placed or a rubberized geotextile with a tack coat is placed on the cleaned pavement surface prior to overlaying the pavement.

Asphalt Concrete Removal: Remove the existing asphalt concrete (milling may be used) and replace with up to 5.75 inches of asphalt concrete in maximum 3 inch thick lifts.

Rehabilitation Required to Meet 10 Year Design Life (Minimum SN=2.0):

General: A 10 year Design Life for a full depth asphalt concrete section is 4.75 inches thick.

Overlay: Where the existing asphalt concrete is at least 3 inches thick, the existing asphalt concrete should be milled at least 1 inch deep and overlain with additional asphalt concrete. The overlay thickness should include one inch of asphalt concrete to replace the milling depth plus the required asphalt concrete to meet the SN=2.0. Milling may be eliminated if all cracks greater than ¼” wide are cleaned and sealed in accordance with MAG Section 337 and an ARAC is used for the overlay or a SAMI is placed or a rubberized geotextile with a tack coat is placed on the cleaned pavement surface prior to overlaying the pavement.

Asphalt Concrete Removal: Remove the existing asphalt concrete (milling may be used) and replace with up to 4.75 inches of asphalt concrete in maximum 3 inch thick lifts.

**CONCLUSIONS**

In most areas, the rehabilitations presented above will result in raising the pavement grade which can only be accomplished if it is acceptable to:

EXHIBIT 3  
TO  
ADDENDUM NO. 1  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Supplement to Geotechnical Engineering Report]

See following pages.



RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.

Geotechnical Engineering • Construction Materials Testing

R·A·M·M

Kimley-Horn and Associates  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020

Attention: Chris Woolery P.E.

Subject: Geotechnical Engineering Report  
Drainage and Street Improvements  
Saguaro Boulevard at Four Sites  
Fountain Hills, Arizona

JUL 7 2014  
APPROVED  
Town of Fountain Hills  
BY: *R. Harrel*  
DATE: *7-9-14*  
Engineering *[Signature]*

July 3, 2014

RAMM Project No. G21277  
Supplement No. 1

At your request this firm has reviewed the subject report with respect to the following comments/questions Randy Harrel with the Town of Fountain Hills;

- Page 3, Construction Excavation and Temporary Construction Cut Slopes:  
“1. Dewatering should not be required.” **Except following rainstorms?**
- Page 5, Corrosion Potential:  
Is this excessive corrosion potential for galvanized steel storm drain pipe (CMP, as currently shown on the 60% drawings)? What about for bituminous coated CMP, aluminized pipe (as the Flood Control District is proposing to use for some connector lengths on their box culvert project on Saguaro Blvd. at Ashbrook Wash, about ½ mile north of Palisades Blvd.), concrete pipe, ductile iron water pipe (for CCWC relocations), and/or for other concrete structures/work? (Note: Since this project is doing minor culvert pipe extensions and connector pipe lengths connecting to existing galvanized CMPs everywhere except at Palisades, specifying bituminous coated CMP's for these locations might be best, if that is adequate for corrosion.)

The significant pipe length in this project is located at Palisades Blvd. (at Borings #1 and #2, where the resistivities are significantly higher than at Boring #3). Could we allow the significant pipe lengths at Palisades Blvd. to include materials that aren't allowed at the other 3 locations?

- Page 5, Site Soils: Are the excess, to-be-removed, near-surface soils acceptable to place within a 20'-30' deep roadway shoulder fill along Shea Blvd., including being that future roadway widening's and future sidewalk's subgrade?

Based on our review, we recommend the following:

- Page 3, Construction Excavation and Temporary Construction Cut Slopes:  
Should be revised to read “1. Dewatering is required where water bearing soil zones are encountered and where water enters or ponds in open excavations and subgrade areas”.

- Page 5, Corrosion Potential:

The following should be added to this section: “Corrugated metal culvert pipes should be bituminous coated or aluminum alloy where minimum resistivity values range from 500 to 1999 ohm-cm and bituminous coated in the range of 0 to 499 ohm-cm. Reinforced concrete pipes may also be used.”

- Page 5, Site Soils:

The following should be added to this section: “These soils may be used as trench backfill, pavement subgrade fill, roadway embankment fill and as general fill in other areas within the Town right-of-ways and easements.”

If you have any questions, please do not hesitate to call. This letter should be attached to and made a part of our original report dated June 23, 2014.

Respectfully submitted,

**RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.**



Expires – 3/31/2016

By: Kenneth L. Ricker, P.E.

/dh

Copies to: Addressee (4) ([chris.woolery@kimley-horn.com](mailto:chris.woolery@kimley-horn.com))  
Town of Fountain Hills (1) Randy Harrel, email ([rharrel@fh.az.gov](mailto:rharrel@fh.az.gov))

EXHIBIT 4  
TO  
ADDENDUM NO. 1  
TO  
INVITATION FOR BIDS NO. DS2015-102

[Price Sheet]

See following pages.

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD RECONSTRUCTION (TREVINO DR TO FOUNTAIN HILLS BLVD)  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
 S6010

<b>SCHEDULE A</b>					
<b>BID ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
105.80000	CONSTRUCTION SURVEYING	LS	1		
107.02000	AZPDES PERMIT	LS	1		
109.09000	MOBILIZATION/DEMOBILIZATION	LS	1		
112.01000	CONTRACTOR QUALITY CONTROL	LS	1		
201.01012	REMOVE TREE, DIAMETER > 12"	EA	13		
220.10075	RIPRAP, D50=3", 6" THICK, WITH FILTER FABRIC	CY	41		
220.10150	RIPRAP, D50=6", 1' THICK, WITH FILTER FABRIC	CY	10		
220.20000	GROUTED RIPRAP, D50=6", 1' THICK (NO FILTER FABRIC)	CY	18		
301.01000	SUBGRADE PREPARATION	SY	154,148		
310.03150	AGGREGATE BASE COURSE, 6" THICK	SY	154,148		
321.00202	ASPHALT CONCRETE PAVEMENT SURFACE COURSE, A-12.5 EVAC, 2" THICK	SY	154,148		
321.00302	ASPHALT CONCRETE PAVEMENT BASE COURSE, A-19 EVAC, 2" THICK	SY	154,148		
329.02000	BITUMINOUS TACK COAT	TON	64		
340.01110	VERTICAL CURB & GUTTER, MAG DET. 220-1, TYPE A, H=6"	LF	48,075		
340.01130	ROLL CURB & GUTTER, MAG DET. 220-1, TYPE C	LF	3,436		
340.01150	SINGLE CURB, MAG DET. 222, TYPE A, H=6"	LF	61		
340.01210	CONCRETE SIDEWALK, MAG DET. 230	SF	3,286		
340.01217	CONCRETE MEDIAN NOSE TRANSITION PER MAG DET. 223	EA	25		
340.01220	CONCRETE SIDEWALK, MODIFIED 9" THICK, MAG DET. 230	SF	155		
340.01305	DIRECTIONAL SIDEWALK RAMP RETROFIT, TYPE A, PER CITY OF SCOTTSDALE DET 2233-1	EA	8		
340.01308	IN-LINE SIDEWALK RAMP, PER CITY OF CHANDLER DET C-257	EA	2		
340.01309	SIDEWALK RAMP PER DETAIL 7, DRAWING L1.3 (AVENUE OF THE FOUNTAINS)	EA	1		
340.01390	DETECTABLE WARNING PRE-CAST SLAB, TERRA COTTA COLOR	SF	322		
340.01600	CONCRETE APRON AND VALLEY GUTTER, MAG DET. 240	SF	1,215		
340.20501	CONCRETE PAVER BAND AROUND PAVERS W/ CONCRETE FOOTER	LF	510		
342.01100	CONCRETE PAVING STONE W/ BASE MATERIAL	SF	3,190		
345.00020	ADJUST FHSD VAULT PER DETAIL	EA	5		
345.01100	ADJUST MANHOLE FRAME & COVER, MAG DET. 422	EA	23		
345.01400	ADJUST VALVE BOX & COVER, MAG DET. 391-1, TYPE C	EA	84		
345.01505	ADJUST TRAFFIC SIGNAL PULLBOX TO GRADE	EA	2		
345.01510	RELOCATE EXISTING REMOTE CONTROL VALVE & BOX, EXTEND SLEEVE, WIRE, AND MAINLINE	JOB	1		
350.01250	CUT AND REMOVE EXISTING PIPE, BACKFILL & COMPACT	LF	333		
350.01300	REMOVE EXISTING AC PAVEMENT	SY	160,743		

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD RECONSTRUCTION (TREVINO DR TO FOUNTAIN HILLS BLVD)  
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**SCHEDULE A**

BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
350.01602	REMOVE CONCRETE DRAINAGE INLET STRUCTURE	EA	4		
350.01800	REMOVE CONCRETE CURB AND GUTTER	LF	672		
350.01801	REMOVE VALLEY GUTTER	SF	2,932		
350.01850	REMOVE CONCRETE WEDGE CURB	LF	50,773		
350.01900	REMOVE SIDEWALK	SF	3,922		
350.01901	SAWCUT & REMOVE EXISTING SIDEWALK/SIDEWALK RAMP FOR DETECTABLE WARNING SLAB	SF	242		
350.01950	REMOVE EXISTING TRUNCATED DOMES	SF	17		
350.01951	REMOVE EXISTING CONCRETE FOUNDATIONS (FOR LIGHTING)	EA	3		
350.02251	REMOVE CONCRETE SPILLWAY	SF	73		
350.04002	REMOVE PEDESTRIAN PUSH BUTTON & FOUNDATION	EA	2		
350.04100	REMOVE TRAFFIC SIGNS	LS	1		
350.50001	REMOVE EXISTING IMPROVEMENTS (AVENUE OF THE FOUNTAINS MEDIAN)	LS	1		
401.01000	TRAFFIC CONTROL	LS	1		
401.01105	UNIFORMED OFF-DUTY OFFICER	HR	600		
401.11100	PORTABLE CHANGEABLE MESSAGE SIGN	EA-DAY	400		
405.00010	SURVEY MARKER, MAG DET. 120-1, TYPE A	EA	5		
405.00020	SURVEY MARKER, MAG DET. 120-1, TYPE B	EA	1		
430.01001	LANDSCAPE ESTABLISHMENT - (MAINTENANCE)	LS	1		
430.01016	TREE - 48" BOX	EA	4		
430.01021	SHRUBS - 1 GAL	EA	55		
430.01025	SHRUBS - 5 GAL	EA	51		
430.01035	CONCRETE HEADER	LF	57		
430.01038	SOD	SF	3,495		
430.01075	TYPAR (ROOT PROTECTION)	SF	790		
430.42001	DECOMPOSED GRANITE, 2" THICK	SF	1,645		
440.10000	IRRIGATION SYSTEM (AOTF)	LS	1		
440.10022	1" BACKFLOW PREVENTION UNIT & ASSEMBLY	EA	15		
440.40001	1" SCH. 40 PVC IRRIGATION SERVICE	LF	805		
440.40004	4" SCH. 40 PVC CONDUIT SLEEVE	LF	710		
461.01100	4" WHITE TRAFFIC PAINT STRIPE	LF	80,671		
461.01200	4" YELLOW TRAFFIC PAINT STRIPE	LF	14,960		
461.01500	PAINT SYMBOL (ARROWS)	EA	51		
461.01600	PAINT MEDIAN ISLAND	EA	55		

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**SCHEDULE A**

BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
462.01100	4" WHITE THERMOPLASTIC TRAFFIC STRIPE	LF	80,671		
462.01200	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE	LF	14,960		
462.01510	THERMOPLASTIC PAVEMENT ARROW	EA	51		
463.01000	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE C, CLEAR, RED)	EA	1,529		
463.01100	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	EA	2,673		
463.01200	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	EA	18		
463.01400	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)	EA	36		
464.02000	PERFORATED SIGN POST	LF	386		
464.02001	PERFORATED SIGN POST FOUNDATION, DETAIL ADOT S-3	EA	39		
465.01003	FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE	SF	39		
473.61000	6' X 6' DETECTOR LOOP	EA	4		
473.64000	6' X 40' QUADRUPOLE LOOP	EA	3		
479.00001	SCH. 40 PVC ELECTRICAL CONDUIT, 3/4"	LF	210		
479.00011	SCH. 40 PVC ELECTRICAL CONDUIT, 1"	LF	105		
479.00015	SCH. 40 PVC ELECTRICAL CONDUIT, 1.5"	LF	70		
479.01000	CONDUCTOR (NO. 12)	LF	420		
479.01001	CONDUCTOR (NO. 8)	LF	20		
479.01002	CONDUCTOR (NO. 6)	LF	285		
479.01003	CONDUCTOR (NO. 3)	LF	1,480		
479.01004	CONDUCTOR (INSULATED BOND) (NO. 12)	LF	210		
479.01005	CONDUCTOR (INSULATED BOND) (NO. 8)	LF	475		
479.01006	ELECTRICAL PANEL	EA	1		
479.01007	ELECTRICAL EVENT RECEPTACLE	EA	1		
479.01008	GFCI RECEPTACLE	EA	3		
479.01010	WALL MOUNTED LIGHT FIXTURE (HUBBEL CAT# LNC2/12LU/4K/4/2)	EA	1		
505.06401	CONCRETE SCUPPER, MAG DET. 206, W=26.5'	EA	1		
505.13617	CATCH BASIN COP STD P-1569-1 OR 2, TYPE M-1, L=17', MODIFIED	EA	2		
505.13627	CATCH BASIN COP STD P-1569-1 OR 2, TYPE M-2, L=17'	EA	4		
505.13628	CATCH BASIN COP STD P-1569-1 OR 2, TYPE M-2, L=17', MODIFIED	EA	2		
520.01035	SAFETY RAIL (HEIGHT = 3'-6") MAG DET. 145	LF	36		
523.15235	HEADWALL, DROP INLET, MAG DET. 501-5 (MODIFIED)	EA	3		
540.00000	WATER FEATURE AND PLAZA (WALLS, CURBS, NOZZELS, PUMPS, PIPING, CONTROL SYSTEM, AND RELATED ITEMS)	LS	1		
610.02012	12" DUCTILE IRON PIPE WATERLINE W/ FITTINGS	LF	364		

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**SCHEDULE A**

BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
610.05110	VERT. REALIGN 12" WATERLINE (EPCOR-LOCATION 1)	EA	1		
610.05111	VERT. REALIGN 12" WATERLINE (EPCOR-LOCATION 2)	EA	1		
610.05112	VERT. REALIGN 12" WATERLINE (EPCOR-LOCATION 3)	EA	1		
610.05113	VERT. REALIGN 12" WATERLINE (EPCOR-LOCATION 4)	EA	1		
610.05200	AIR RELEASE VALVE (FHSD)	EA	2		
616.00005	VERT. REALIGN 16" EFFLUENT (FHSD)	EA	1		
616.00010	VERT. REALIGN 12" FORCEMAIN (FHSD)	EA	1		
616.00015	VERT. REALIGN 12" EFFLUENT (FHSD)	EA	1		
618.00136	36"X24" PRE FABBED T CONNECTION	EA	1		
618.00153	ARCH PIPE PRE FABBED T CONNECTION	EA	1		
618.00836	PIPE PLUG, MAG DET. 427, 36" PIPE	EA	1		
618.00900	CONCRETE PIPE COLLAR, MAG DET. 505	EA	3		
621.11180	18" CMP, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED TYPE A	LF	22		
621.11240	24" CMP, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED TYPE A	LF	338		
621.11360	36" CMP, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED TYPE A	LF	144		
621.11480	48" CMP, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED TYPE A	LF	30		
621.11530	53"X41" CMP ARCH PIPE, SMOOTH LINED, 16 GAUGE, BITUMINOUS-COATED	LF	327		
625.01100	STORM DRAIN MANHOLE, MAG DET. 520 & 522	EA	2		
625.01200	STORM DRAIN MANHOLE, MAG DET. 521 & 522	EA	3		
630.01112	12" GATE VALVE W/ BOX & COVER	EA	1		
798.10000	SITE FURNISHINGS (BENCHES, TRASH RECEPTACLE, BIKE RACK AND CLOCK)	LS	1		
799.10000	8" CMU WALL, GATE, METAL PANELS	LS	1		
799.10010	GABION BASKET SEAT WALL	LF	20		
799.10020	GABION BASKET COLUMN AND LIGHT	EA	2		
SCHEDULE A SUB TOTAL BASE BID:					
OWNER'S ALLOWANCE:					\$250,000.00
SCHEDULE A TOTAL BASE BID (INCLUDING OWNER'S ALLOWANCE)*:					

\* ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL MATERIALS CONTAINED IN THE PLANS FOR THE PROJECT ARE BID ON THE PRICE SHEET.

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD PALISADES BLVD TRAFFIC SIGNAL IMPROVEMENTS  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
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**SCHEDULE B**

BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
105.80000	CONSTRUCTION SURVEYING	LS	1		
107.02000	AZPDES PERMIT	LS	1		
109.09000	MOBILIZATION/DEMOBILIZATION	LS	1		
112.01000	CONTRACTOR QUALITY CONTROL	LS	1		
301.01000	SUBGRADE PREPARATION	SY	2,427		
310.03150	AGGREGATE BASE COURSE, 6" THICK	SY	2,427		
321.00202	ASPHALT CONCRETE PAVEMENT SURFACE COURSE,A-12.5 EVAC, 2" THICK	SY	2,427		
321.00302	ASPHALT CONCRETE PAVEMENT BASE COURSE, A-19 EVAC, 2" THICK	SY	2,427		
329.02000	BITUMINOUS TACK COAT	Ton	1		
340.01110	VERTICAL CURB & GUTTER, MAG DET. 220, TYPE A, H=6"	LF	420		
340.01150	SINGLE CURB, MAG DET. 222, TYPE A	LF	34		
340.01210	CONCRETE SIDEWALK, MAG DET. 230	SF	952		
340.01217	CONCRETE MEDIAN NOSE TRANSITION PER MAG DET. 223	EA	2		
340.01304	DIRECTIONAL SIDEWALK RAMP PER CITY OF SCOTTSDALE DET 2232	EA	2		
340.01305	DIRECTIONAL SIDEWALK RAMP RETROFIT, TYPE A, PER CITY OF SCOTTSDALE DET 2233-1	EA	3		
340.01306	DIRECTIONAL SIDEWALK RAMP RETROFIT, TYPE B, PER CITY OF SCOTTSDALE DET 2233-2	EA	1		
340.01307	MID-BLOCK SIDEWALK RAMP, TYPE B PER CITY OF SCOTTSDALE DET 2235-2	EA	1		
340.01390	DETECTABLE WARNING PRE-CAST SLAB, TERRA COTTA COLOR	SF	50		
345.00020	ADJUST FHSD VAULT PER DETAIL	EA	1		
345.01100	ADJUST MANHOLE FRAME & COVER, MAG DET. 422	EA	1		
345.01400	ADJUST VALVE BOX & COVER, MAG DET. 391-1-C	EA	3		
350.01300	REMOVE EXISTING AC PAVEMENT	SY	2,297		
350.01800	REMOVE CONCRETE CURB AND GUTTER	LF	259		
350.01801	REMOVE VALLEY GUTTER	SF	2,147		
350.01850	REMOVE CONCRETE WEDGE CURB	LF	152		
350.01900	REMOVE SIDEWALK	SF	1,525		
350.04001	REMOVE, SALVAGE AND DISPOSE TRAFFIC SIGNAL	LS	1		
401.01000	TRAFFIC CONTROL	LS	1		
465.02010	ILLUMINATED STREET NAME SIGN	EA	4		
471.60045	NO. 5 PULL BOX	EA	2		
471.60047	NO. 7 PULL BOX	EA	6		
471.60057	NO. 7 PULL BOX W/ EXTENSION	EA	1		
471.61112	SCH. 40 PVC ELECTRICAL CONDUIT, 2" W/ 1/4" NYLON PULL ROPE AND #8 BARE COPPER WIRE (TRENCH)	LF	450		

TOWN OF FOUNTAIN HILLS - SAGUARO BLVD PALISADES BLVD TRAFFIC SIGNAL IMPROVEMENTS  
 REVISED PRICE SHEET 10/06/2014 - ADDENDUM NO. 1  
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**SCHEDULE B**

BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
471.61113	SCH. 40 PVC ELECTRICAL CONDUIT, 2" W/ 1/2" NYLON PULL ROPE AND #8 BARE COPPER WIRE (HORIZONTAL BORE)	LF	100		
471.61312	SCH. 40 PVC ELECTRICAL CONDUIT, 3" W/ 1/2" NYLON PULL ROPE AND W/ # 8 BARE COPPER WIRE (TRENCH)	LF	100		
471.61313	SCH. 40 PVC ELECTRICAL CONDUIT, 3" W/ 1/2" NYLON PULL ROPE AND W/ # 8 BARE COPPER WIRE (HORIZONTAL BORE)	LF	1,050		
472.61100	POLE FOUNDATION, TYPE A, ADOT DTL T.S 4-1	EA	4		
472.61400	POLE FOUNDATION, TYPE K OR R, ADOT DTL T.S. 4-9 OR 4-11	EA	4		
472.61500	POLE FOUNDATION, TYPE PB (PUSH BUTTON), ADOT DTL T.S. 4-22	EA	2		
473.61000	6' X 6' DETECTOR LOOP	EA	5		
473.73000	PEDESTRIAN PUSH BUTTON W/ SIGN	EA	8		
473.73010	AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN	EA	2		
474.60750	TYPE R SIGNAL POLE W/ 45' MAST ARM, ADOT T.S. 4-11	EA	3		
474.60760	TYPE R SIGNAL POLE W/ 50' MAST ARM, ADOT T.S. 4-11	EA	1		
475.83020	PRE-EMPTION EQUIPMENT	LS	1		
476.61212	12" SIGNAL INDICATION, TYPE 'F' SIGNAL FACE W/ TYPE II PLUMBIZER MOUNTING ASSEMBLY	EA	8		
476.61213	12" SIGNAL INDICATION, TYPE 'F' SIGNAL FACE W/ TYPE V MOUNTING ASSEMBLY	EA	8		
476.61214	12" SIGNAL INDICATION, TYPE 'F' SIGNAL FACE W/ TYPE VII MOUNTING ASSEMBLY	EA	1		
476.61215	12" SIGNAL INDICATION, TYPE 'F' SIGNAL FACE W/ ASTRO BRACK MOUNTING ASSEMBLY	EA	1		
476.62015	PEDESTRIAN SIGNAL INDICATION W/ TYPE V MOUNTING ASSEMBLY	EA	8		
477.61200	LUMINAIRE, MAST ARM 20'	EA	4		
478.01000	ELECTRICAL CONDUCTORS	LS	1		
485.20000	VIDEO DETECTION SYSTEM (4-CAMERA)	LS	1		
SCHEDULE B TOTAL BASE BID*:					

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