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**ENGINEERING & ARCHITECTURAL SERVICES**  
**CITY OF PHOENIX, ARIZONA**



**PROJECT SPECIFICATIONS AND CONTRACT DOCUMENT**

ST-887299

**9TH STREET STORM DRAIN  
BELL ROAD TO UNION HILLS DRIVE**

MAYOR  
**PAUL JOHNSON**



CITY COUNCIL

DISTRICT NO. 1 - THELDA WILLIAMS  
DISTRICT NO. 2 - FRANCES BARWOOD  
DISTRICT NO. 3 - SKIP RIMSZA  
DISTRICT NO. 4 - CRAIG TRIBKEN

DISTRICT NO. 5 - JOHN NELSON  
DISTRICT NO. 6 - KATHY DUBS  
DISTRICT NO. 7 - SALOMON LEIJA  
DISTRICT NO. 8 - CALVIN C. GOODE

CITY MANAGER  
CITY ENGINEER

FRANK FAIRBANKS  
KENNY W. HARRIS, P.E.

**A026.505**

**PREBID CONFERENCE AND QUESTIONS ON PLANS AND SPECIFICATIONS**

A Pre-Bid Conference will be held in the DCM Conference Room A, 1034 East Madison Street, Phoenix, Arizona on May 13, 1993 at 9:00 AM.

The purpose of this conference will be to discuss questions you may have on the project and clarify the plans and specifications.

Neither the Engineer nor the City of Phoenix shall be held responsible for any oral instructions. Any changes to the plans and specifications will be in the form of an addendum which will be furnished to all plan holders.

Should you desire additional information prior to submitting your bid, please call the following for questions on:

Plans, Technical/Special Provisions, Proposal or Specifications:  
Project Manager, Rudy Cueto, 495-2050.

General Conditions, Bid Bonds, Insurance, Payment and Performance Bonds and Contracts: 262-4951.

Equal Employment Opportunities and Affirmative Action Programs:  
Human Relations Division, 262-6790.

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S E A L

CALL FOR BIDS  
BIDS WILL BE OPENED

INDEX NO. ST-887299      TUESDAY MAY 25, 1993 AT 3:00 PM MST

Sealed bids will be received at the office of the City Engineer, Plaza Municipal Building, 125 East Washington Street, Phoenix, Arizona, 85004, until the hour indicated for constructing a storm drain in 9th Street from Bell Road to Union Hills Drive. Work will include approximately 794 L.F. of 108-inch storm drain pipe; 1,090 L.F. of 96-inch pipe; 1,250 L.F. of 84-inch pipe; 1,000 L.F. of 72-inch pipe; 538 L.F. of 72-inch pipe; 10 manholes; 11 catch basins; 14,700 S.Y. of subgrade preparation; 4,000 tons asphalt concrete pavement; 1,200 S.Y. Portland cement concrete pavement; 21,655 S.F. of concrete valley gutter; 660 L.F. of 8-inch ductile iron water pipe; curb and gutter; sidewalk; public information allowance; and other miscellaneous items.

Prospective bidders may examine and/or purchase plans, special provisions and proposal pamphlets at the City Engineer's office. These documents may be purchased for \$25.00 per set.

Plan holders who submit bids under the name given at the time of purchasing plans and specifications, as the prime Contractor, to the City of Phoenix will receive a refund of the required deposit upon receipt within seven (7) calendar days after the date of bid opening of those bidding documents by the City of Phoenix in good order. Documents must be accompanied with the original receipt issued by the City of Phoenix. Refunds will be given for only one (1) set of plans and specifications for each bidder. No refund will be given to plan holders not submitting a bid proposal as the firm identified at time of purchasing the plans and specifications. Refunds will be mailed by the City of Phoenix within sixty (60) days of the bid opening.

This project is subject to the City of Phoenix's Code, Chapter 18, Article IV, as amended pertaining to nondiscrimination in employment by Contractors and subcontractors. The Affirmative Action Requirements are included as a part of the specification on page A.A.R. - 1.

Bid Security. No proposal will be read unless accompanied by a proposal guarantee of cash, certified check, or on the surety bond provided, for an amount not less than ten (10%) percent of the amount bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. Notwithstanding any other statute, the surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state, issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. The surety bond shall not be executed by an individual surety or sureties even if the requirements of Section 7-101 are satisfied. The certified check, cashiers check or surety bond shall be returned to the contractors whose proposals are not accepted, and to the successful contractor upon the execution of a satisfactory bond and contract.

The Council of the City of Phoenix reserves the right to award the contract to the lowest and/or best responsible bidder or all bids will be rejected, as soon as practicable after the date of opening bids.

FRANK FAIRBANKS  
City Manager

Published: Arizona Business Gazette  
April 29, 1993  
(C.D. 2)      May 6, 1993

By Kenny W. Harris  
KENNY W. HARRIS, P.E.  
City Engineer

## INFORMATION FOR BIDDERS

### .01 REFUNDS FOR PLANS AND SPECIFICATIONS

Plan holders who submit bids, under the name given at the time of purchasing plans and specifications, as the prime Contractor to the City of Phoenix will receive a refund of the required deposit upon receipt within seven (7) calendar days after the date of bid opening of those bidding documents by the City of Phoenix in good order. Documents must be accompanied with the original receipt issued by the City of Phoenix. Refunds will be given for only one (1) set of plans and specifications for each bidder. No refund will be given to plan holders not submitting a bid proposal as the firm identified at time of purchasing the plans and specifications. Refunds will be mailed by the City of Phoenix within sixty (60) days of the bid opening.

### .02 SUBMITTING BIDS

No proposal will be read unless accompanied by a proposal guarantee of cash, certified check, cashier's check or on the surety bond provided, for an amount not less than ten (10) percent of the amount bid.

The completed proposal with the ten (10) percent proposal guarantee shall be submitted in a sealed envelope. The outside, lower right hand corner of which shall be marked as follows:

Bid of (Firm's Name, Address and Phone Number)

---

For: 9TH STREET STORM DRAIN - BELL ROAD TO UNION HILLS DRIVE  
City of Phoenix Index Number: ST-887299

Sealed bids shall be delivered to the Specifications Section counter of the Engineering & Architectural Services Department prior to the time and date specified for bid opening.

This project is subject to the City of Phoenix's Code, Chapter 18, Article IV, as amended pertaining to nondiscrimination in employment by Contractors. The Affirmative Action Requirements are included as a part of the specification on page A.A.R. - 1.

### .03 CONTRACT AWARD

Contract award will be made based on the lowest bid amount for the sum of all the bid items for this project. This figure is the dollar amount which will be publicly read at the bid opening.

### .04 CANCELLATION OF CONTRACT

All parties hereto acknowledge that this agreement is subject to cancellation by the City of Phoenix pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

.05 RECORD DRAWINGS

The Contractor shall maintain a record set of plans at the job site. These shall be kept legible and current and shall show all changes or work added in a contrasting, reproducible color. When the project is substantially complete, the Contractor shall submit these plans to the Engineer for approval. When landscaping is included, the Contractor shall submit, prior to final inspection, corrected landscape drawings showing the location of all utility services, controller, pipe, valves and wiring. The Engineer shall be the sole judge as to the acceptability of the record plans and receipt of an acceptable set is a prerequisite for final payment.

.06 EQUAL ECONOMIC OPPORTUNITY CLAUSE

Pursuant to City of Phoenix Code, Chapter 18, Article IV as amended, on Equal Employment Opportunity, all prime Contractors and subcontractors are required to take affirmative action toward equal employment opportunity. All prime Contractors must have Affirmative Action reports on file with the Equal Opportunity Department prior to bid.

.07 PRECONSTRUCTION CONFERENCE

After completion of the contract documents, to include bonds, insurance and signatures and prior to the commencement of any work on the project, the Street Transportation Department, DCM Division, (telephone 495-2050), will schedule a Pre-Construction Conference. This will be held at 1034 East Madison Street, Phoenix, Arizona.

The purpose of this conference is to establish a working relationship between the Contractor, utility firms and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, emergency telephone numbers for all representatives involved in the course of construction and establishment of the notice to proceed date.

Minimum attendance by the Contractor shall be a responsible company/corporate official, who is authorized to execute and sign documents on behalf of the firm, the job superintendent and the Contractor's safety officer.

.08 IMMIGRATION REFORM AND CONTROL ACT

Compliance with the Immigration Reform and Control Act of 1986 (IRCA) Required. Contractor understands and acknowledges the applicability of the IRCA to him. Contractor agrees to comply with the IRCA in performing under this agreement and to permit City inspection of his personnel records to verify such compliance.

.09 CONTRACTOR'S LICENSE AND PRIVILEGE LICENSE

Each bidder shall include, on the proposal sheet, his Contractor's License Classification and Number (ARS Title 32, Chapter 10). In addition, the bidder must include his City of Phoenix Privilege License Number (ARS 42-1305).

Failure to provide this information will be just cause for declaring the bid non-responsive.

.10 CONTRACTOR'S TAX LIABILITY

The successful bidder shall be liable for payment of all State of Arizona and Maricopa County Transaction Taxes (ARS 41-1305) and City of Phoenix Privilege Taxes (Phoenix City Code 14-415) on the successful bidders' construction contracting receipts. Failure to remit the proper taxes to the City may result in the withholding of payment until all delinquent privilege taxes, interest and penalty have been paid.

.11 UTILITY-RELATED CONSTRUCTION DELAY DAMAGES CLAIM PROCEDURES

The following procedure is intended to provide a fair and impartial process for the settlement of construction delay claims associated with unknown or improperly located utility facilities.

The Contractor shall immediately notify, in writing, the Project Engineer of any potential utility-related delay claim. The Project Engineer will immediately notify the Utility Coordination Section of the Engineering & Architectural Services Department.

The Contractor shall immediately notify the appropriate liaison of the affected utility verbally, followed by a written notification.

The Contractor shall coordinate the investigation with the affected utility of the situation and provide the City with written notification of their decision on the settlement of the claim.

If the affected utility makes a decision to handle negotiations for a claim, their personnel will be responsible for monitoring the project and all negotiations with the Contractor regarding the claim.

The Contractor shall determine to document requirements of the affected utility for their acceptance of responsibility for the claims. The Contractor shall provide four (4) copies of the required documentation to the utility involved and two (2) copies of this documentation to the Project Engineer. The Contractor shall obtain written confirmation from the utility company involved of their documentation requirements.

.12 PIPE PRICE ADJUSTMENT

A provisional bid item has been included to allow bidders to make last-minute addition (+) or deduction (-) adjustments in pipe prices, if desired. The addition (+) or deduction (-) bid item, if used, will be a lump sum amount, and shall be shown under the proposal item, "PIPE PRICE ADJUSTMENT".

Addition (+) or Deduction (-) payments will be made on a lump sum basis, as determined by the Engineer, under the bid item "PIPE PRICE ADJUSTMENT".



## **City of Phoenix**

EQUAL OPPORTUNITY DEPARTMENT  
AFFIRMATIVE ACTION DIVISION

### **IMPORTANT NOTICE PHOENIX CITY CODE AFFIRMATIVE ACTION REQUIREMENTS**

Suppliers, Contractors & Lessees wishing to enter into a business relationship with the City of Phoenix, must comply with either Article IV or V of Chapter 18 of the City Code, as appropriate.

Compliance is achieved by submission of the affirmative action reporting forms as indicated below:

**Individuals or Firms Who Employ Fewer Than 15 People:  
Certificate of Less Than 15 (Part D)**

**Firms Who Employ 15 or More People:**

1. Employer Information Report (Part A)
2. Employer EEO Workforce Profile (Part B)
3. An Affirmative Action Plan (Part C)

These reports must be completed accurately and on file with the Equal Opportunity Department prior to bid opening, proposal submission, response to a request for quotation, response to a request for qualification or the date set forth as part of any other request-response process initiated by the City.

**The above referenced reports must be submitted to:**

Equal Opportunity Department  
Affirmative Action Division  
550 W. Washington Street  
Phoenix, AZ 85003-2107

Failure to comply with the affirmative action requirements outlined in the Articles will result in your being considered ineligible for any City business.

Questions may be directed to the City of Phoenix Equal Opportunity Department, Affirmative Action Division at V/(602) 262-6790, TDD/534-1557, FAX 534-1785.

Thank you for your cooperation.

## SUPPLEMENTARY CONDITIONS

### .01 STANDARD SPECIFICATIONS AND DETAILS

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision, and the City of Phoenix Supplements, latest revision to the MAG Uniform Standard Specifications and Details.

### .02 PRECEDENCE OF CONTRACT DOCUMENTS

The City of Phoenix Supplements will govern over the MAG Standard Specifications and Details. In case of a discrepancy or conflict, plans will govern over both the City of Phoenix Supplements and MAG Standard Specifications and Details; Supplementary Conditions, Technical Provisions, Special Provisions, will govern over the City of Phoenix Supplements, the MAG Standard Specifications and Details and Plans.

### .03 PARTIAL PAYMENTS

The contracting agency will make a partial payment to the Contractor on the basis of an estimate prepared by the Engineer for work completed and accepted through the preceding month. The notice to proceed date, which is designated for the specific project involved, will be used as the closing date of each partial pay period. Payment will be made no later than fourteen (14) days after the work is certified and approved.

### .04 INDEMNIFICATION OF CITY AGAINST LIABILITY

The Contractor agrees to indemnify and save harmless the City of Phoenix, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this contract or on account of any act, claim or amount arising or recovered under Workmen's Compensation Law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all instances except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any person arising, out of or in any way connected with the performance of this contract, regardless of whether or not the liability, loss or damage is caused by, or alleged to be caused in part by the negligence, gross negligence or fault of the indemnitee. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgement costs where this contract of indemnity applies.

.05 CONTRACTOR'S INSURANCE REQUIREMENTS

Concurrently with the execution of the contract, the Contractor shall furnish the City of Phoenix a Certificate of Insurance on a standard insurance industry ACORD form. The minimum limits of liability shall be \$1,000,000.00 for General Liability and Automobile Liability and statutory amounts for Workmen's Compensation (Employer's Liability with a minimum limit of \$100,000.00 each accident). The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona, or one that is named on the List of Qualified Unauthorized Insurers maintained by the Arizona Department of Insurance.

The Contractor shall maintain during the life of the contract such public liability and property damage insurance, both general and automobile liability, as shall protect him and any subcontractor performing work under the contract from all claims for bodily injury, including accidental death, as well as for property damage arising from operations under the contract--whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. These policies shall not expire until all the work has been completed and the project has been accepted by the City of Phoenix. If a policy does expire during the life of the contract, the Contractor shall provide a renewal certificate of the required insurance coverage to the City of Phoenix not less than five (5) days prior to the expiration date.

The City of Phoenix, a municipal corporation, its officers, agents and employees shall be named as additional insureds on all Public Liability and Property Damage Insurance and Builder's Risk/Course of Construction Insurance (new buildings and additions to old buildings only) and this shall also be indicated on Certificates of Insurance issued to the City. The Contractor's coverage shall be primary for any and all losses arising out of the performance of this contract.

.06 PERFORMANCE AND LABOR AND MATERIAL BOND

Prior to the execution of a contract, the successful bidder must provide a performance bond and a labor and material bond, each in an amount equal to the full amount of the contract. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. Personal or individual bonds are not acceptable. Failure to comply with these provisions will be cause for rejection of the bidder's proposal.

.07 BONDING COMPANIES

As of January 1, 1993, MAG adopted the specification that only bonding companies rated A- or better by A. M. Best would be acceptable as companies authorized to transact surety, performance and labor and material business. The City of Phoenix will adopt this policy on all public projects bid after January 12, 1993. This is in addition to the Bid Security stipulation stated in the Call for Bids and the above section regarding Performance and Labor and Material Bonds.

.08 ALUMINUM MANHOLE COVERS

The Water Services Department has the following stated policy, "MAG Standard Detail 425 - 24-inch aluminum manhole frame and cover is not approved by the City of Phoenix."

.09 DISPOSAL OF SURPLUS MATERIAL

All surplus and/or waste material may be disposed of at the Contractor's discretion subject to the following conditions:

- A. If the City landfills are used, the Contractor shall pay the normal dumping fee.
- B. If private property within the City limits is used, the Contractor shall obtain written permission from the property Owner and deliver a copy of this agreement to the Engineer prior to any hauling or dumping. All disposal and grading shall be in strict conformance with the City of Phoenix Grading and Drainage Ordinance. The Contractor shall obtain and pay for the necessary permit(s).
- C. If the surplus material is disposed of outside the City limits, the Contractor shall comply with all applicable laws/ordinances of the agency concerned and be responsible for all cost incurred.

No measurement or direct payment will be made for the hauling and disposal of surplus and/or waste material, the cost shall be incidental to the cost of the project.

.10 MODIFICATION TO MAG UNIFORM STANDARD DETAIL 522, MANHOLE SHAFT

Reference Note 5, which calls for installation of manhole steps as required by the agency. The Engineering & Architectural Services Department has adopted the policy that manhole steps are NOT to be installed in any storm sewer manhole. If steps are provided, they shall be removed and the hole filled with Class "B" concrete.

.11 DEFINITIONS - MAJOR ITEMS

Section 101, page 10A of MAG Specifications - The definition of major item is changed to read:

MAJOR ITEM: A major item is any bid item of work having an original dollar value equal to or greater than the amount shown below.

CONTRACT AMOUNT

MAJOR ITEM IS DEFINED AS ANY ITEM EQUAL TO OR GREATER THAN THE FOLLOWING

Up to \$1 million	\$15,000 or 3%, whichever is greater
\$1 million to \$3 million	3% of the original contract amount to a maximum of \$75,000.00
\$3 million to \$5 million	2.5% of the original contract amount to a maximum of \$90,000.00

Over \$5 million

1.5% of the original contract amount to a maximum of \$125,000.00

#### CONTINGENCY ITEMS

Contingency items which fall under the definition of a major item are subject to negotiation if decreased by more than twenty (20) percent.

Contingency items shall not increase more than twenty (20) percent without being subject to renegotiation, regardless of the percentage of that item relative to the total contract amount.

#### .12 HAUL PERMIT

On any project, when the quantity of fill or excavation to be hauled exceeds 10,000 C.Y. or when the duration of the haul is for more than twenty (20) working days, the Contractor shall:

- A. Obtain a written (no fee) haul permit from the Development Services Department.
- B. Obtain approval of the proposed haul route, number of trucks, etc., by the Street Transportation Department.

NOTE: Obtaining the haul permit and the approval by Street Transportation does not release the Contractor from strict compliance with MAG Subsection 108.5, Limitation of Operations.

#### .13 MAG SUBSECTION 105.15(B) FINAL ACCEPTANCE

Delete this subsection and substitute the following:

##### B. Substantial Completion

The work may be judged substantially complete when all construction has been completed with the possible exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop contract time. This is particularly important to the Contractor if contract time is exhausted or nearly so and/or punch list work is anticipated to extend beyond the allotted time. Granting of substantial completion will eliminate the possibility of incurring liquidated damages or additional liquidated damages beyond the substantial completion date, whichever case may apply.

In the event that the Engineer grants substantial completion, the Contractor shall have thirty (30) days thereafter to complete punch list work, unless additional time is granted--in writing--by the Engineer. In no case shall a Contractor be granted more than thirty (30) days to complete punch list work, unless there are extenuating circumstances such as delay in shipment of a specialized piece of equipment, labor strike, or other circumstances beyond the Contractor's control which would necessitate a further time extension.

C. Penalty for Failure to Complete Punch List Work Within Specified Time

In the event the Contractor fails to complete the punch list work within thirty (30) days following the contract completion date, or in the case of specialized situations within the additional time allotted by the Engineer, the Contractor may be declared in default, and the Engineer may order the work completed by others.

In the event of default, as described herein, the Engineer shall withhold from the Contractor's final payment, an amount equal to at least twice the estimated cost of the remaining work. In addition, the Engineer shall withhold the retention deducted from contract progress payments until all punch list work has been satisfactorily completed, whereupon twice the amount of the actual cost of completing the work shall be deducted from the Contractor's final payment and the remaining funds, if any, including the contract retention, shall be released in accordance with the conditions set forth in contract retention.

D. Contract Retention

This project shall not be considered complete until all work has been completed, including punch list work. Under no circumstances shall a Contractor receive any portion of the legally retained progress payments until the City has granted a final acceptance and/or acknowledged substantial completion. The following conditions shall apply to each case:

1. Substantial Completion: The Engineer may reduce outstanding contract retention to not less than one (1) percent of the total contract amount, upon granting substantial completion, if the value of the punch list work is estimated to be less than one (1) percent of the total contract.
2. Project Acceptance: Project acceptance implies that all punch list work is done and the improvements have been accepted by the City. Under these conditions, the retention will be fully released to the Contractor subject only to the signing of the standard claims affidavit and hold harmless clause required for all contracts.
3. Final Release of Contract Retention and/or Release of More Than Ninety (90) Percent of the Contract Funds: Prior to final payment and release of monies retained and/or in the case of substantial completion where the Contractor has requested a reduction in contract retention, the Contractor will be required to sign a claims affidavit agreeing to hold the City harmless from any and all claims arising out of the contract.

.14 UNDERGROUND FACILITIES

The Contractor will make whatever investigation it deems necessary to verify the location of underground utility facilities. If such facilities are not in the location shown in the drawings, then (regardless of whether this is discovered prior to or during construction) the contractor's remedies, if any, pursuant to Art. 6.3, Chapter 2, Title 40, A.R.S. (A.R.S. 40-360.21 through 40-360.32, "Underground Facilities"), shall be the contractor's sole remedy for extra work, delays and disruption of the job, or any other claim based on the location of utility facilities. Locations of utility facilities shown on drawings furnished by the City are to be regarded as preliminary information only, subject to further investigation by the contractor. The City does not warrant the accuracy of these locations, and the contractor, by entering into this contract, expressly waives and disclaims any claim or action against the City under any theory for damages resulting from location of utility facilities.

SPECIAL PROVISIONS

.01 TRAFFIC CONTROL

Add the following to City of Phoenix Supplement to MAG, Subsection 401.10, Payment:

Payment for traffic control will be paid for on a lump sum basis for Traffic Control Devices.

.02 TRAFFIC REGULATIONS

A. The following shall be considered major streets:

9TH STREET  
BELL ROAD  
UNION HILLS DRIVE

B. All traffic and/or traffic control devices on this project shall be provided, maintained and/or controlled as specified in the City of Phoenix Traffic Barricade Manual, latest revision.

C. Permission to restrict City streets, sidewalks and alleys (street closure permits) shall be requested as specified in Section III of the Traffic Barricade Manual.

D. Unless otherwise provided for in the following "Special Traffic Regulations", all traffic on this project shall be regulated as specified in Section IV of the Traffic Barricade Manual.

E. No deviation to the "Special Traffic Regulations" will be allowed or implemented unless submitted to the Engineer for review and approval two (2) weeks prior to proposed work.

.03 SPECIAL TRAFFIC REGULATIONS

9TH STREET: BELL ROAD to GROVERS AVENUE, and  
9TH STREET: GROVERS AVENUE to UNION HILLS DRIVE

9th Street can be closed in 1/2-mile increments when construction requires. The Contractor shall maintain a high level of local access at all times.

GROVERS AVENUE at 9TH STREET

Grovers Avenue can be closed when construction requires for the mainline storm drain crossing. The Contractor shall maintain a high level of local access during the closure. At all other times, the Contractor shall maintain two lanes (one each way).

BELL ROAD AND UNION HILLS DRIVE at 9TH STREET

All lanes on Bell Road and Union Hills Drive shall remain open at all times during construction.

#### Police Officer Requirements

The Contractor shall provide an off-duty police officer during working hours as required by the Engineer.

When construction activities do not restrict traffic, police officer hours may be reduced or suspended at the direction of the Engineer.

#### Local Access Requirements

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify residents 72 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions.

#### Business Access Requirements

Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half sections, or by providing bridging over new concrete. Properties having more than one point of access shall not have more than one access restricted for more than fourteen (14) calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business in writing at least seven (7) days prior to imposing restrictions.

#### Pedestrian Access Requirements

The Contractor shall ensure that all sidewalks on this project remain open and safely usable at all times. Such measures as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Engineer may request temporary hard-surface walkways, such as plywood sheets to be installed at no additional cost to the City.

#### School Access Requirements

The Contractor shall maintain accessibility to all school bus routes during all hours of school use.

The Contractor shall notify the school principal at Cactus View Elementary School: Ms. Judith Dewalt (493-6280); and the school district Transportation Director, Mr. Walter Brown (867-5219), at least seven (7) days prior to any restrictions, and shall restore access as soon as possible.

#### Sanitation Pick-up

The Contractor shall provide sanitation pick-up for affected residents by relocating trash containers, or by providing alternative measures acceptable to the Sanitation Division of the City Public Works Department.

### Special Sign Requirements

The Contractor shall provide, erect, and maintain advance notification; informational; and directional access signs (for businesses, churches, hospitals, etc.) that may be required by the Engineer. The cost shall be included in the bid item for Traffic Control Devices.

### Flagging of Traffic

No flagging of traffic will be permitted during the peak traffic hours of 6:00 a.m. to 8:30 a.m. and 4:00 p.m. to 7:00 p.m. weekdays. If construction requires, intermittent flagging will be allowed from 8:30 a.m. to 4:00 p.m. to facilitate access for heavy construction equipment.

### Traffic Control Plan

The Contractor shall submit a traffic control plan for approval, showing placement of all traffic control devices, including all conflicting signs to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be professionally drawn on a 24" x 36" reproducible medium, and shall be submitted to the Engineer at the Pre-Construction meeting.

### 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.

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 six (6) feet on centers, having a minimum height of six (6) feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six (6) 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 excavating 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 the pipe and/or structures.

.04 SEQUENCE OF CONSTRUCTION

The sequence of construction shall conform to the requirements of the Special Traffic Regulations. Construction of the mainline storm drain pipe shall begin at the downstream end, and proceed upstream to the project termination.

The project shall follow a phasing plan approved by the Engineer. All lanes shall be maintained on a paved surface at all times during construction. This may be accomplished by using existing, new, or temporary asphalt pavement. Trenches shall be completely backfilled and either paved with temporary asphalt pavement, or covered with metal plating as necessary to comply with this requirement and the "Special Traffic Regulations".

Night work will not be allowed on this project.

The right to direct the sequence of construction is a function vested solely with the Engineer. Prior to commencement of the work, the Contractor shall prepare and submit to the Engineer, a written phasing plan and work schedule for the project. This plan and work schedule shall be submitted to the Engineer at the Preconstruction Conference for review.

When approved, the phasing plan and work schedule shall not be changed without the written consent of the Engineer. Orderly procedure of all work to be performed under this contract shall be the full responsibility of the Contractor. The work schedule shall include the hours per day and the days per week that the Contractor plans to work on the project site.

.05 STORM SEWER CONSTRUCTION MATERIAL AND LAYOUT SUBMITTALS

Prior to the manufacturing of the pipe, the Contractor shall submit material and layout drawings to the Engineer in accordance with the procedures contained in the City of Phoenix Supplement, latest edition.

Submittals shall show layout, stationing, laying length of all pipe, D-load or gauge thickness, detailed drawings of any pipe used to construct a curve, and other pertinent data. Fabrication drawings shall be submitted for concrete pipe. Catch basin connector pipe need not be included in the pipe layout, however, pipe stubs shall be included. In lieu of including catch basin connector pipe in the pipeline layout, a list of catch basin connector pipe shall accompany the layout. The connector pipe list shall contain the following information:

- A. Inside diameter and type of material to be used. (RCP, CSP)
  - (1) If RCP is used for connector pipe, the D-load rating shall be shown.
  - (2) If CSP is used for connector pipe, the gauge shall be shown.
- B. Station at which pipe joins mainline
- C. Number of sections of pipe and laying length of sections

.06 STORM SEWER PIPE SIZE OPTION

The Contractor may substitute the next larger multiple of 6-inch size storm sewer pipe for the intermediate 3-inch size pipes shown on this project at his discretion. The cost of the increase in size shall be borne by the Contractor. The intermediate 3-inch size pipe will remain in the proposal as the required size. If the Contractor elects to use the next larger multiple of 6-inch size pipe he shall be responsible for any utility or any other conflict caused by the increase in the size of the pipe. There shall be no extension of time granted for any delay caused by these conflicts.

.07 LEAKAGE TEST

Corrugated steel storm sewer pipelines, except culverts and catch basin connector pipes shall be subjected to a test for leakage conducted in accordance with the following criteria:

- (1) After bedding (1 foot above pipe), the first three (3) joints of mainline pipe shall be tested in accordance with the following procedure:
  - (a) Testing shall be accomplished by plugging the pipe test section and all branch lines and filling the pipe with water. Equipment for the test shall be furnished by the Contractor, and shall include a metal standpipe, a suitable meter or other acceptable method of measuring the quantity of water used. A period of at least one (1) hour shall be allowed for absorption before making the test.
  - (b) The allowable water loss for corrugated steel storm sewers shall not exceed 1.0 gallons per hour per 100-feet of pipe per inch of diameter of pipe under a minimum test head of 4-feet above the top of the pipe at the upper end of the test section. A minimum test time of one (1) hour (60 minutes) shall be required after the initial one (1) hour for absorption.
  - (c) The leakage test shall be made by the Contractor in the presence of the Engineer.
- (2) If the first test exceeds the specified leakage limit, the Contractor shall repair or replace all sections that fail the leakage test at no additional cost to the City of Phoenix. All repaired or replaced pipe sections shall be retested for compliance.
- (3) The Engineer reserves the right to require additional leakage tests as deemed necessary during the course of construction to ensure that the remainder of the pipeline is leak resistant.
- (4) There will be no separate payment for the leakage tests. Payment for leakage tests shall be included in the cost of the pipe.

### Preconstruction Demonstration

For projects utilizing concrete-lined, corrugated steel, mainline storm drain pipe, a preconstruction demonstration shall be held at the pipe manufacturer's plant. The meeting shall be attended by the Contractor's superintendant and pipeline installation representatives; the Engineer; and a representative from the pipe manufacturer. This demonstration shall be held prior to pipe installation in accordance with the following criteria:

1. The pipe manufacturer shall connect two pieces of pipe using O-ring gaskets and HUGGER bands in the presence of the Engineer and the Contractor. The connection shall be made in accordance with the manufacturer's recommendations for water-tight installations.

There will be no separate measurement or payment for this demonstration. The cost shall be considered incidental to the cost of the pipe.

### .08 SPECIAL BEDDING FOR MAINLINE PIPE

The Contractor shall utilize a cement-enriched slurry aggregate base course bedding for all mainline storm drain pipe. The slurry aggregate base course shall consist of one (1) sack Type II Portland cement per cubic yard of aggregate base course. The slurry shall be placed at a minimum from the outside bottom of the pipe to the springline of the pipe. The slurry shall meet a minimum of 25 psi compressive strength and a maximum of 100 psi based on a 28 day test. Slurry aggregate base course bedding is not required for catch basin connector pipes.

The Contractor, at his option, may excavate a trench having a cross-section with a rounded bottom rather than a flat bottom. If this option is chosen, the trench cross-section must maintain a minimum of 6-inches between the outside wall of the pipe and the trench wall. The minimum trench width at the springline for each side of the pipe, as specified in Section 601, may be reduced to 6-inches for all pipe sizes if this option is used.

The Contractor, at his option, may use slurry aggregate base course from the springline to one (1) foot over the outside top of pipe. If the Contractor elects to use slurry from the springline to one (1) foot over the outside top of corrugated steel storm drain pipe, the leakage test will not be required.

There will be no separate measurement or payment for special cement-enriched slurry aggregate base course bedding. The cost shall be considered incidental to the cost of the pipe.

### .09 ASPHALT AND PORTLAND CEMENT CONCRETE PERMANENT ROADWAY PAVEMENT

All existing asphalt concrete pavement shall be removed from Station 12+50 to Station 59+75 as shown on the plans (lip of gutter to existing edge of pavement). Existing Portland cement concrete pavement shall be removed to the limits shown on the plans (nearest longitudinal joint on each side of the mainline storm drain pipe trench).

Permanent asphalt concrete pavement replacement shall be as follows:

The base course shall consist of 4-inches compacted thickness of Type A-1 1/2 dense graded asphalt laid in two courses. The first course shall have a compacted thickness of two-inches; the second course shall have a compacted thickness of two inches. The surface course shall consist of 1 1/2-inches compacted thickness of Type D-1/2 dense graded asphalt concrete laid in one course.

Permanent Portland cement concrete pavement replacement shall be as follows:

Six (6) inches of MAG Class AA concrete shall be placed over 4-inches of 95% compacted aggregate base course (ABC) material. Portland cement concrete pavement shall be installed in accordance with MAG Specification Section 324.

All replacement asphalt and Portland cement concrete pavement shall be installed to the same grades and elevations as the existing pavement was prior to removal.

Measurement and payment for permanent asphalt concrete pavement shall be by the ton for each type specified. Measurement and payment for permanent Portland cement concrete pavement shall be by the square yard measured in place. Measurement and payment for the aggregate base course material under the Portland cement concrete pavement shall be by the ton.

.10 TEMPORARY PAVEMENT

Temporary pavement (if required) shall be asphalt concrete, Type C-3/4, 2-inches thick, unless noted otherwise on the project plans. The temporary pavement shall be placed as required to maintain traffic on pavement at all times or as directed by the Engineer.

There will be no direct measurement or payment for furnishing, installing, maintaining or removing temporary asphalt pavement, the cost being considered incidental to the cost of the project.

.11 TRENCH EXCAVATION AND BACKFILL

Type "A" backfill as shown by MAG Standard Detail 200 shall be modified to eliminate the top 24-inches of ABC material. From the top of the pipe bedding to the subgrade for pavement replacement, Type "A" Modified backfill shall consist of acceptable native material.

Type "B" backfill shall be as shown in MAG Standard Detail 200.

There will be no separate measurement or payment for sawcutting; excavating; bedding; backfilling; removing and disposing of existing pavement (including existing concrete valley gutters) and excavated materials; or removing the existing conflicting water pipe shown on the plans. The costs shall be considered incidental to the cost of the pipe.

.12 MEASUREMENT AND PAYMENT

Measurement and payment for all pay items in the bid proposal shall be as indicated in the applicable Standard Specification, City of Phoenix Supplement, Special Provision and the proposal sheet.

A. Prefabricated Tees and Bends

The cost of the basic pipe and material required to construct and install prefabricated tees and bends is included in the unit price bid for main and connector pipes. The bid item for Prefabricated Tees and Bends is for the cost of manufacturing only.

B. Catch Basins

Add to Subsection 505.10 the following:

"Storm sewer catch basins shall be paid for at the unit price bid for each type of catch basin, as represented by the respective bid item, regardless of dimensional or other differences occurring within a particular type. The unit price to be paid under these items shall be compensation in full for furnishing and placing catch basin structures as shown on the plans and as specified, including, when applicable, all removal and replacement of existing curb, gutter and sidewalk, concrete, reinforcing steel, forming, vibrating, finishing, curing, access opening frame and cover, embedded angles, grating, anchor bolts, structural excavation, backfill, compaction, pavement replacement and any necessary modifications of catch basin structures during construction. Where shown on the plans, the Contractor shall install 3-inch diameter standard strength iron pipe through the catch basin. This pipe shall project a minimum of 6-inches past the outside wall."

C. Manholes

Storm sewer manholes shall be paid for at the unit price bid for each type, as represented by the respective bid item, regardless of dimensional or other differences occurring within a particular type. The unit price to be paid under these items shall be compensation in full for furnishing and placing manhole structures as shown on the plans and as specified, including concrete, reinforcing steel, forming, vibrating, finishing, curing, cast iron manhole frame and cover, frame adjustment to grade, structural excavation, backfill, compaction and any pavement replacement in excess of the applicable pay widths assigned to the adjacent pipes.

D. Concrete Pipe Collars

There shall be no measurement or payment for construction of pipe collars for pipe less than 24-inches in diameter.

For pipe collars on pipe 24-inches or larger, measurement shall be the number of such pipe collars constructed.

Payment will be made at the unit bid price for the proposal bid item "CONCRETE PIPE COLLARS FOR PIPE 24-INCHES OR LARGER, STANDARD DETAIL 505" and will be compensation in full for all labor, material, equipment and incidentals required for construction.

E. Pipe Plugs and Permanent Pipe Supports

Pipe plugs and permanent pipe supports shall be paid for at the unit price bid for each unit installed regardless of dimensional or other differences occurring within particular type. The unit price bid shall be compensation in full for furnishing and placing pipe plugs and permanent pipe supports, including brick work, concrete, reinforcing steel, forming, vibrating, grouting, curing and any required earthwork.

F. Pipe Support Option

Where sanitary sewer lines (vitrified clay pipe 12-inches or smaller) cross the mainline construction, the Contractor has the option of permanently supporting the sanitary sewer line per MAG Detail 403-1, 403-2 or 403-3.

Interior coating of the ductile iron pipe shall be as follows:

Polyethylene lining material complying with ANSI/ASTM D 1248 heat fused to cover the inner surface of pipe or fitting from the plain or beveled end to the rear of the gasket socket. Lining shall be 40-mils nominal thickness through the barrel and taper for a distance of 4-inches to a minimum of 10-mils thickness and hermetically sealed at the ends of pipe and fittings.

G. Slotted Drain Pipe

Slotted drain pipes shall be furnished and installed in accordance with the detail shown on the plans.

Measurement and payment for slotted drain shall be by the linear foot measured in place, including pipe plug, ABC bedding, and MAG Class "A" concrete cap. The Type "N" catch basins and the 5-foot wide concrete valley gutter shall be paid for under separate bid items.

H. Subgrade Preparation

The work under this item consists of all excavating and grading work necessary to bring the existing surface to the section specified on the plans prior to the covering of the prepared subgrade with pavement base materials.

Measurement of this work shall be made by the square yard of the roadway areas excavated and graded and subsequently covered with pavement base materials. Where new concrete curb and gutter is to be constructed, measurement shall not include the areas occupied by the concrete curb and gutter.

Payment will be made at the unit price quoted in the bid proposal for the bid item "SUBGRADE PREPARATION".

I. Sidewalk Ramps

Sidewalk ramps shall be constructed in accordance with Phoenix Standard Details or special details called out on the plans.

Payment will be made under the bid items for "SIDEWALK" and "CURB AND GUTTER" and shall include all cost for forming and finishing. The cost of the special curb at the back of sidewalk ramp shall be measured and paid for as "SIDEWALK".

If decorative pavement is shown on the plans, or specified for use in sidewalk ramps, it shall be measured by the square foot installed, and paid for under the bid item for "DECORATIVE PAVEMENT FOR LANDSCAPING PER DETAIL"

J. Miscellaneous Removal and Other Work

This item includes furnishing all labor, material, tools and equipment to complete the removal and disposal of the items specified on the plans, listed in MAG Section 350 and City of Phoenix Supplement thereto and other work of a minor nature which may develop during course of construction.

Payment will be made at the lump sum price quoted in the bid proposal for bid item "MISCELLANEOUS REMOVAL AND OTHER WORK".

.13 WATERLINE CONSTRUCTION

The new water main shown on the plans shall be ductile iron pipe in compliance with requirements specified in MAG Specification Section 750, and the latest edition of the City of Phoenix Supplement to MAG Specifications. The new water main shall be constructed in accordance with MAG Specification Section 610, and the latest City of Phoenix Supplement to MAG Specifications.

.14 EXISTING WATER SERVICES

A. The Contractor shall replace or/and extend existing water service lines at the stations listed in these specifications or on the plans in accordance with Detail P-1342. The Engineer will determine when the existing lines are unsatisfactory and must be replaced. Generally, existing copper services in good condition with sufficient cover will be extended.

The water service shall include, but is not limited to, locating the present tap, trenching, bedding, backfilling, disconnecting the existing service pipe from the corporation stop, furnishing and installing new service pipe, new appurtenant fittings, new curb stop and new meter coupling. The existing tapping/saddle and corporation stop shall remain, but the Contractor shall not use any other salvaged service connection components.

Inserts or adapters required to connect to the corporation stop are available at the Water Services Department yard at no cost to the Contractor. The Contractor must obtain a written order (AVO) from the Engineer before picking up said items.

Bedding and backfill shall be full depth aggregate base course. Payment for furnishing and compacting the aggregate base course shall be included in the bid item for replacing or extending existing water services.

The Contractor shall schedule his work so that no open trenches are left overnight.

Materials for water service connections shall conform to MAG Section 754 and City of Phoenix Supplement 610.4.4 and 610.4.5. Joints in the copper tubing shall be made by the use of approved fittings, properly soldered or by means of approved compression fittings such as flared joints or pack joints.

- B. Any water meter boxes and/or covers damaged by the Contractor during the course of construction shall be replaced in kind at no cost to the City.
- C. All valve shutdown fees will be waived for work on water services for this project. When it becomes necessary to shut down existing water mains and services to conduct replacements, no main shall be left out of service for more than one (1) hour and no individual service will be disrupted for more than five (5) continuous hours. Main valves shall be operated by representatives of the City's Water Services Department. Shutdowns will not begin before 8:00 a.m. and will not extend past 4:00 p.m.

When it becomes necessary to shut down an existing water service in order to construct a replacement, it shall be the Contractor's responsibility to notify all customers in advance that the water service will be turned off. The customers shall be notified in writing at least 24-hours in advance and also verbally the day the shutdown will occur. Initial notification shall include the reason for the shutdown, the date, the time and duration the water service will be shut off. A copy of the notification shall be given to the Engineer.

When any construction encroaches into an improved yard area, inside or outside the right of way, the Contractor shall leave these areas in as good a condition or better after work is completed.

For grass areas, the Contractor shall remove the sod in the construction area, store it, keep it moist and replace it immediately after construction is completed. At his option, the Contractor may elect to resod the area in kind instead of storing and maintaining the original sod.

For desert landscaped areas, the Contractor shall restore the decomposed granite and rock covered areas using material which matches the existing in type and quality.

All sprinkler systems disturbed during construction shall be restored to an operational system covering the same area as before.

D. Measurement for extending and/or replacing water services will be made to the nearest linear foot from the point of connection to the existing line or corporation stop, whichever is applicable, to the curb stop.

Payment for extending and/or replacing water services will be made at the unit price bid per linear foot under the proposal items "WATER SERVICE (3/4-INCH AND 1-INCH)" and "WATER SERVICE (1 1/2-INCH AND 2-INCH)".

.15 **PUBLIC INFORMATION AND NOTIFICATION (ALLOWANCE)**

The Contractor shall provide a community relations program for this project. This will include, but not be limited to:

- o Distributing a preconstruction information letter to all residents within an area to be determined by the Engineer.
- o Holding a preconstruction meeting with affected neighbors, businesses, schools, church, etc.
- o Printing and distribution of public notices and/or newsletters.

The Contractor shall use these or other means to inform the local citizens of necessary operations which create high noise levels, street closures, limited access, detour locations, haul routes and material delivery routes, hours of construction and disruption of bus routes and other delivery/pick-up routes.

The Contractor will be required to furnish a private line telephone to be used solely for receiving incoming calls from local citizens with questions or complaints concerning construction operations or procedures. The Contractor shall publish this phone number and maintain a 24-hour answering service. The answering service shall be operated by Contractor personnel during all hours that work is being performed on the job site. The Contractor shall maintain a log of incoming calls, responses, and action taken which shall be submitted to the Engineer weekly and/or upon request.

Disruption to utilities in service shall be minimized and safety shall be maintained at all times. Proper advance notification of service disruption will be required.

No payment will be made under community relations for each calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer.

**Notification of Businesses and Residents:**

Prior to the start of work, the Contractor shall notify, by letter, all affected businesses and residents of construction plans and schedules. The Contractor shall coordinate with the City to determine the population to be notified. The letter shall contain, as a minimum, the following information:

- a. Name of Contractor
- b. 24-hour telephone complaint number
- c. Brief description of project
- d. Name of Contractor Project Superintendent
- e. Name of District Engineer
- f. Name of Area Supervisor
- g. Construction schedule including anticipated work hours
- h. Traffic regulations including lane restrictions
- i. Time and place for the pre-construction meeting
- j. Street Transportation Department's 24-hour phone number

The Contractor shall submit a Public Information and Notification Plan in such a manner that the public preconstruction meeting shall be held prior to start of construction. No payments shall be made to the Contractor for this item until the City approves the above plan.

Work which is eligible for reimbursement includes: preconstruction meeting(s); weekly progress meetings and construction meetings with impacted businesses, residents, schools, churches, etc.; preparation and distribution of newsletter; and maintaining a 24-hour telephone hot line for complaints. The Contractor shall coordinate with the City to determine the population to be notified of meetings.

The Contractor shall submit a final report/evaluation of the Public Information and Notification process performed for this project. This report shall be submitted before the Contractor receives his final payment.

The City will pay, based on invoices, an amount not to exceed the amount shown in the proposal for the item, "PUBLIC INFORMATION AND NOTIFICATION ALLOWANCE" for work performed in notifying and coordinating with the local population impacted by the project.

.16 **WORK HOURS**

The following paragraphs shall be added to Section 108.5 of the MAG Specifications:

Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, exclusive of City holidays.

Work in excess of regular working hours shall be defined as overtime. For overtime which becomes necessary, the Contractor shall make a written request to the Engineer at least eight (8) calendar days before the desired overtime. The request shall include the duration, dates, times, reason for overtime, and a statement of the consequences if overtime is not approved.

The Contractor shall not schedule any overtime work which requires inspection, survey, or material testing without written permission from the Engineer two (2) working days before the proposed overtime work. The Engineer reserves the right to deny the requested overtime. If an overtime request is denied, the Engineer may extend the contract time at no additional cost to the City, including extended overhead costs.

#### Unscheduled Overtime

Overtime that is not requested and approved in accordance with the above procedure shall be defined as unscheduled overtime. All costs (including appropriate overhead) shall be paid by the Contractor by deduction from the contract.

#### Emergency Overtime

An emergency is defined as work required for a situation that is not within the Contractor's control.

With the Engineer's approval, the Contractor will be permitted to work overtime without being responsible for paying the City's costs.

### .17 SPECIAL CONSTRUCTION REQUIREMENTS

1. The Contractor shall document existing conditions within the project area prior to construction. Documentation shall be video tape. The video tape shall not be taken from a moving vehicle. One copy of the video tape shall be furnished to the City prior to the start of construction.
2. The Contractor shall furnish the following items for City use:
  - a. Four (4) U.S. West cellular phones.
  - b. Two (2) batteries for each phone.
  - c. One (1) battery charger for each phone.
  - d. U.S. West Communications Vector One phone service - 300 minutes per month for each phone.

All items shall be furnished and maintained by the Contractor from the beginning of the contract to the date of final acceptance. The cost of these items shall be considered incidental to the cost of the project. No separate measurement or payment shall be made for these items.

### .18 UNIFORMED, OFF-DUTY LAW ENFORCEMENT OFFICERS

The current hourly rate of \$21.00 has been used for the purpose of establishing a bid amount. This is a contingent item and will be paid on the basis of invoiced current hourly rates.

ALLOWANCE FOR EXTRA WORK

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

This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, shall be as approved by the Engineer; for example, extension of unit bid prices, negotiated price or time and material, in accordance with MAG Specification Section 109.4 and 109.5.

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

INDEX NO. ST-887299

BOND ISSUE OR BUDGET PROJECT  
CITY OF PHOENIX, ARIZONA  
ENGINEERING AND ARCHITECTURAL SERVICES DEPARTMENT

PROPOSAL to the City Engineer of the City of Phoenix.

In compliance with the Advertisement for Bids, by the City Engineer, the undersigned bidder:

Having examined the contract documents, site of work and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision and the City of Phoenix Supplements, latest revision to the MAG Uniform Standard Specifications and Details, except as otherwise required by the project plans and specifications.

Understands that his proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or surety bond for an amount not less than ten (10) percent of the amount bid, as referenced in the Call for Bids.

Agrees that upon receipt of Notice of Award, from the City of Phoenix, he will execute the contract documents within 10 calendar days.

Work shall be completed within 120 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary materials and/or equipment and approvals.

The bidder hereby acknowledges receipt of and agrees his proposal is based on the following addenda:

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Revised October 6, 1992

B I D P R O P O S A L

Index No. : ST-887299

Item No. Item ID.	Description	Unit	Approximate Quantity	Unit Price	TOTAL
Index No. : ST-887299 9 ST: BELL RD-UNION HILLS					
1 M3010001	Subgrade Preparation	Sq. Yd.	13,800.00		
2 M3210115	Asphalt Concrete Surface Course, Type D 1/2, 1-1/2" Thick	Ton	1,120.00		
3 M3210340	Asphalt Concrete Base Course, Type A 1-1/2, 4" Thick	Ton	2,964.00		
4 M3100000	Aggregate Base Course	Ton	270.00		
5 M3290100	Emulsified Asphalt For Tack Coat, Type SS-1h	Ton	6.00		
6 M3402201	Combined Concrete Curb and Gutter, Std. Detail 220, Type "A", H=6"	Lin. Ft.	706.00		
7 M3400400	Concrete Sidewalk, Std. Detail P-1230	Sq. Ft.	2,773.00		
8 M3400305	Concrete Valley Gutter, Std. Detail 240, Modified, 5' Wide	Sq. Ft.	21,655.00		
9 M3241060	Portland Cement Concrete Pavement, Class AA, 6" Thick	Sq. Yd.	1,180.00		
10 M4051202	Survey Marker, MAG Standard Det. 120-1, Type "B"	Each	2.00		
11 M3453001	Adjust Existing Type "A" Water Valve, Standard Detail 391-1	Each	7.00		
12 M3450020	Adjust Existing Manhole Frame and Cover, Standard Detail 422	Each	14.00		
13 M3500010	Remove Portland Cement Concrete Single Curb and Curb and Gutter	Lin. Ft.	87.00		
14 M3500020	Remove Portland Cement Concrete Sidewalk, Driveway, Valley Gutter & Slab	Sq. Ft.	294.00		

B I D P R O P O S A L

Index No. : ST-887299

Item No. Item ID.	Description	Unit	Approximate Quantity	Unit Price	TOTAL
15 M3500300	Miscellaneous Removal and Other Work	Job	1.00		
16 M4012000	Traffic Control Devices	Job	1.00		
17 M4013000	Uniformed, Off-duty Law Enforcement Officer	Hour	100.00		
18 M6012107	6" & 8" Waterline Replacement	Each	6.00		
19 M6180060	60" Storm Sewer Pipe	Lin. Ft.	538.00		
20 M6180072	72" Storm Sewer Pipe	Lin. Ft.	999.00		
21 M6180084	84" Storm Sewer Pipe	Lin. Ft.	1,250.00		
22 M6180096	96" Storm Sewer Pipe	Lin. Ft.	1,090.00		
23 M6180108	108" Storm Sewer Pipe	Lin. Ft.	794.00		
24 M6250010	Storm Sewer Manhole, MAG Standard Detail 521 and 522	Each	7.00		
25 M6250015	Storm Sewer Manhole Base Transition, Phoenix Supp. Detail P-1560 and MAG Std. Detail 522	Each	3.00		
26 M6014030	Permanent Pipe Support, MAG Standard Details 403-1 and 403-2	Each	3.00		
27 M6181015	15" Catch Basin Connector Pipe	Lin. Ft.	140.00		
28 M6181018	18" Catch Basin Connector Pipe	Lin. Ft.	37.00		
29 M5051540	Concrete Catch Basin, Type "M-1, L=10-Ft", Phx. Supp. Detail P-1569	Each	2.00		

B I D P R O P O S A L

Index No. : ST-887299

Item No. Item ID.	Description	Unit	Approximate Quantity	Unit Price	TOTAL
30 M5051566	Concrete Catch Basin, Type "N, Single", Phx. Supp. Detail P-1570, Modified	Each	9.00		
31 M6186044	60" X 60" X 15" Prefabricated Tee	Each	1.00		
32 M6186050	72" X 72" X 15" Prefabricated Tee	Each	2.00		
33 M6186062	84" X 84" X 15" Prefabricated Tee	Each	2.00		
34 M6186076	96" X 96" X 15" Prefabricated Tee	Each	1.00		
35 M6186082	108" X 108" X 15" Prefabricated Tee	Each	4.00		
36 M6187000	Prefabricated Pipe Bends, 15" and 18"	Each	9.00		
37 M6180505	Concrete Pipe Collar For 24" Pipe and Larger, MAG Standard Detail 505	Each	1.00		
38 M6180427	Pipe Plug, Standard Detail 427	Each	4.00		
39 M6212012	12" Slotted Drain Pipe	L. F.	80.00		
40 M6212015	15" Slotted Drain Pipe	L. F.	40.00		
41 M6212021	21" Slotted Drain Pipe	L. F.	40.00		
42 M6212024	24" Slotted Drain Pipe	L. F.	40.00		
43 M6212030	30" Slotted Drain Pipe	L. F.	160.00		
44 M6307003	3" Valve, Flg. X MJ, Furnish & Install	Each	2.00		

B I D P R O P O S A L

Index No. : ST-887299

Item No. Item ID.	Description	Unit	Approximate Quantity	Unit Price	TOTAL
45 M6307006	6" Valve, Flg. X MJ, Furnish & Install	Each	1.00		
46 M6307008	8" Valve, Flg. X MJ, Furnish & Install	Each	1.00		
47 M6102008	8" Ductile Iron Water Pipe and Fittings, Furnish & Install	L. F.	660.00		
48 M6304031	8" X 8" Tapping Sleeve and Valve, Furnish & Install	Each	2.00		
49 M6309001	Valve Box and Cover, Type "A", Furnish & Install	Each	6.00		
50 M6101805	Water Service Connection (Main to Meter)	Each	5.00		
51 M6101820	1-1/2" or 2" Water Meter Service Connect Pipe and Fittings, Main to Meter, Furnish & Install	Lin. Ft.	140.00		
52 M6101800	Cast Iron Fittings in Excess of Quantity Shown on Plans, Furnish & Install, Contingent Item	Lb.	1,000.00		
53 M6104300	Cutting and Plugging Existing Water Line	Each	2.00		
54 M1042005	Allowance for Extra Work	Job	1.00	50,000.00	50,000.00
55 M1070000	Public Information and Notification Allowance	Job	1.00	20,000.00	20,000.00
TOTAL AMOUNT OF CONSTRUCTION BID					\$ _____
Index No. : ST-887299 9 ST: BELL RD-UNION HILLS					
Written Words					& _____ /100 Dollars

56 Pipe Price Adjustment Job / 1.00 \_\_\_\_\_  
M6189500

TOTAL AMOUNT OF CONSTRUCTION BID AND ITEM 56 \$ \_\_\_\_\_  
Index No. ST-887299 9 ST: BELL RD-UNION HILLS

Written Words & \_\_\_\_\_ /100 Dollars

THIS PROPOSAL IS SUBMITTED BY \_\_\_\_\_

a corporation organized under the laws of the State of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

a joint venture consisting of \_\_\_\_\_

or individual trading as \_\_\_\_\_

of the City of \_\_\_\_\_

Arizona Licenses \_\_\_\_\_

City of Phoenix Privilege License No. \_\_\_\_\_

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

\*BY \_\_\_\_\_

Officer and Title

BY \_\_\_\_\_

Print or Type Name and Title

Date

Phone Number

ATTEST:

\_\_\_\_\_  
Officer and Title

\_\_\_\_\_  
Witness: If Bidder is an Individual

\* See page I.B. - 2 for section on Contractor's License.

S U R E T Y B O N D

That we, \_\_\_\_\_  
as Principal, (hereinafter called the Principal) and the \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, (hereinafter called the Surety) are held and firmly bound unto the  
City of Phoenix as Obligee, in the sum of ten (10) percent of the total amount of  
the bid of Principal, submitted by him to the City of Phoenix for the work  
described below, for the payment of which sum, well and truly to be made, the  
said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these  
presents and in conformance with A.R.S. #34-201.

WHEREAS, the said Principal is herewith submitting its proposal for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the City of Phoenix shall accept the proposal of the Principal  
and the Principal shall enter into a contract with the City of Phoenix in  
accordance with the terms of such proposal and give such Bonds and Certificates  
of Insurance as specified in the Standard Specifications with good and sufficient  
Surety for the faithful performance of such contract and for the prompt payment  
of labor and material furnished in the prosecution thereof, or in the event of the  
failure of the Principal to enter into such contract and give such Bonds and  
Certificates of Insurance, if the Principal shall pay to the City of Phoenix 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 shall be null and void, otherwise to remain in full force and  
effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

WITNESS:  
\_\_\_\_\_

\_\_\_\_\_  
Surety

WITNESS:  
\_\_\_\_\_

Revised: October 20, 1992

AN IMPORTANT FIRST STEP

FOR ALL CONSTRUCTION CONTRACTORS,  
AND THEIR SUB-CONTRACTORS

Prior to bidding on construction contracts in excess of \$10,000.00, all prime Contractors and their subcontractors must submit three (3) reports to the Equal Opportunity Department, 550 West Washington Street, Phoenix, Arizona 85003, telephone (602) 262-6790.

The reports are:

- An Affirmative Action Plan
- An Employers Information Report
- An Equal Employment Questionnaire

The Affirmative Action Requirement information page is included in the specification book on page A.A.R. - 1. You may pick up the report forms at the above office or call and the reports forms will be mailed.

These reports are required by City Code Chapter 18-31.1, enacted by the City Council in the interest of equal employment opportunity City-wide. To demonstrate that it provides equal opportunities to minorities and women, a firm should have an Affirmative Action Program. Such a program establishes positive procedures that will assist the firm achieve employment parity.

Your firm's Affirmative Action Program should be designed to achieve equal employment opportunity within your employee ranks which includes: Blacks, Hispanics, Asians, Native Americans and Women.

**DON'T RISK THE LOSS OF A CONTRACT: FOR EVERYONE'S CONVENIENCE, SUBMIT YOUR REPORTS NOW TO THE EQUAL OPPORTUNITY DEPARTMENT.**

If you have any questions, call (602) 262-6790.